

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 65
2. Contract No.		3. Solicitation No. DAAE07-01-R-S001		4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-LC-CHBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 02:00pm (hour) local time 2001FEB15 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JAMES VICTOR E-mail address: VICTORJ@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (810)574-8306
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	26
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	32
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	20	X	K	Representations, Certifications, and Other Statements of Offerors	34
X	F	Deliveries or Performance	21				
	G	Contract Administration Data		X	L	Instr., Conds., and Notices to Offerors	47
X	H	Special Contract Requirements	23	X	M	Evaluation Factors for Award	62

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer <input type="checkbox"/>		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT			Code	
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 2 of 65
Name of Offeror or Contractor:		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4006 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAY/2000

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. See the clause entitled "Required Use of Electronic Commerce" for more specific information.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an email message to:

acqcenweb@tacom.army.mil

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

(end of clause)

A-2	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

(end of clause)

A.1 EXECUTIVE SUMMARY: This Executive Summary is for the Request for Proposals (RFP) for the Family of Medium Tactical Vehicles (FMTV) Program and provides an overview of the specific acquisition and the program.

A.1.1 FMTV Competitive Rebuy Acquisition Strategy: The U.S. Army Tank-automotive and Armaments Command (TACOM), Warren, Michigan, in support of the Program Executive Office, Ground Combat & Support Systems (PEO, GCSS) proposes to award contracts (termed FMTV Competitive Rebuy) to support the acquisition strategy. The acquisition strategy, approved by the AAE and Congress in Jan 00, is to compete the re-procurement of the FMTV with a two-phased acquisition. The two-phased approach maximizes competition while maintaining control over potential changes to the proven FMTV A1 TDP through testing and simulation. The draft solicitation for Phase I Competitive Evaluation was issued on July 5, 2000. This solicitation incorporates new language based upon a market survey of leading engine manufacturers. The Source Selection Evaluation Board is planned for Feb 01. The award for Phase I, Competitive Evaluation, is currently planned for 3rd Quarter, FY01. The Competitive Evaluation Phase (Phase I) will award no more than 3 (construed as possibly 0, 1, 2, or 3) contracts for competitive evaluation of contractor integrated changes to Government furnished FMTVs under full and open competition. The Contractor will have ten months to integrate changes and seven months for Government follow-on testing. The Competitive Production Phase (Phase II) will award a separate, single, multiyear production contract in a down select to one of the Phase I contractors. This action will represent the follow-on production contract (FMTV Competitive Rebuy) for the FMTV beyond the current multiyear contract with Stewart & Stevenson Services of Sealy, TX. The competitive award to a single contractor for Phase II Production is currently planned for 2nd Quarter, FY03.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 3 of 65
Name of Offeror or Contractor:		

A.1.2 Phase I Competitive Evaluation. Phase I Competitive Evaluation will be a full and open competition with proposals evaluated on the merits of offers provided, without independent Government testing, to select no more than three candidates for contract award in accordance with Section M. These multiple contracts (no more than three, construed as possibly 0, 1, 2, or 3) will be awarded to evaluate and test the integration of contractor proposed changes to Government furnished FMTVs. The changes will be made to comply with Environmental Protection Agency (EPA) 2004 emission requirements (40 CFR Part 86); to the extent that they are incorporated into the contract or specification, to comply with Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR); to improve vehicle performance and safety and to reduce Life Cycle Cost (LCC). The Competitive Evaluation contract performance will require the delivery to a Government test site of contractor modified FMTVs which will be tested to evaluate the contractors' configuration changes, along with any contractor provided modeling and simulation data. The testing results in Phase I will be utilized in the evaluation for Phase II.

A.1.3 Phase II Competitive Production. Based on the current acquisition strategy, it is intended that the subsequent competitive production contract award (Phase II) will be a five-year fixed-price multiyear production contract beginning in FY03 for approximately 14,000 trucks and trailers (subject to budgetary constraints) with options for an additional 100% of the basic program years to support other services and FMS customers. Competition for the Phase II competitive production contract will be limited to the contractors who were awarded the Phase I contracts and successfully completed Phase I Competitive Evaluation. Any Phase I awardees who default on Phase I contract performance by withdrawing or otherwise failing to complete Phase I contract performance will not be considered for Phase II contract award. It is planned that a draft RFP will be issued 4 months prior to the conclusion of Phase I testing.

A.2 Description of Supplies/Services:

The FMTV is a medium (5 ton) and a light medium (2 1/2 ton) tactical vehicle family. The FMTV operates worldwide as multi-purpose transport and utility vehicles. They operate in all weather and climatic conditions and replace existing 2 1/2 and 5 ton vehicle variants. The overall acquisition requires fourteen (14) vehicle variants. The vehicles under this acquisition will be based on the current FMTV A1 Technical Data Package (TDP) with contractor proposed changes to meet EPA, other federal vehicle regulations, improve vehicle performance and safety and reduce Life Cycle Cost (LCC). The eventual configuration of the production vehicles will be determined by the outcome of the Government's testing and evaluation of contractor changes to the A1 design, and will be based on the A1 TDP as modified by Government approved changes at time of award of the production contract.

A.2.1 Phase I Competitive Evaluation. The Phase I Competitive Evaluation Phase contractors will use Government Furnished FMTVs to integrate their proposed changes, an EPA 2004 emission compliant engine (40 CFR Part 86), apply other changes mandated by regulation or law, and submit the modified FMTVs to a Government designated test site 300 days after contract award. The Government, with Competitive Evaluation contractor test support, will perform tailored testing (designed to test contractor changes to the vehicles) for approximately 210 days to determine the merits of the contractor's configuration. The contractor may submit commercial modeling and simulation at the component or subassembly level to demonstrate test elements. The Government will verify the variants provided. Vehicles to be provided by the Government for the Competitive Evaluation are the following variants:

QUANTITY	VARIANT	DESCRIPTION	NSN
2	M1083A1	Truck, Cargo: MTV	2320-01-447-3890
1	M1084A1	Truck, Cargo w/MHE: MTV	2320-01-447-3887
3	M1078A1	Truck, Cargo: LMTV	2320-01-447-6343

A.3 Phase II Competitive Production. Phase II of the proposed acquisition is for the production of vehicles, identified by the variants listed below, over a period of five years. Each contract base year (FY03-07) will also include a 100% option to support other United States customers and Foreign Military Sales (FMS).

A.3.1 Phase II Production Variants. Under current plans, the FMTV Competitive Rebuy production contract may include the following variants:

Variant	NSN	Nomenclature	% of Total Production
M1078A1	2320-01-447-6343	LMTV Cargo	19
M1078A1	2320-01-447-3888	LMTV Cargo w/winch	4
M1079A1	2320-01-447-4938	LMTV Van	3
M1083A1	2320-01-447-3890	MTV Cargo	16
M1083A1	2320-01-447-3887	MTV Cargo w/winch	4
M1087A1	2320-01-459-0362	MTV Expansible Van w/o winch	5

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 65
	PIIN/SIIN DAAE07-01-R-S001	MOD/AMD	

Name of Offeror or Contractor:

M1088A1	2320-01-447-3893	MTV Tractor	12
M1088A1	2320-01-447-3900	MTV Tractor w/winch	1
M1089A1	2320-01-447-3892	MTV Wrecker	2
M1090A1	2320-01-447-3899	MTV Dump	5
M1090A1	2320-01-447-6344	MTV Dump w/winch	1
M1082	2330-01-449-1775	Trailer, LMTV Cargo	22
M1095	2330-01-449-1776	Trailer, MTV Cargo	6

The following kits are also planned as a part of the acquisition:

Troop Seats (Cargo (Std.) and Dump Variant)
Cargo Covers

A.3.2 Phase II Competitive Production Contract Source Selection Evaluation. A summary of the Government's proposed acquisition strategy for the Phase II Competitive Production source selection evaluation is being provided so that all Offerors may understand better how their Phase I Competitive Evaluation participation results will be used. The main goals of the Production Contract evaluation are to select a single best value Phase II Production Offeror who:

- a. Provides significant FMTV fleet LCC savings.
- b. Provides the most trucks at the best price.
- c. Provides quality, robust trucks that will meet or exceed performance requirements, and that have incorporated design features necessary to assure that the vehicles will have a long and safe service life with minimal issues during production or in the field.
- d. Minimizes and/or reduces support requirements.
- e. Provides a safe and effective system that allows operators, maintainers, and passengers to efficiently perform their required missions.

The following areas are proposed Phase II evaluation areas listed in descending order of importance:

A.3.2.1 Life Cycle Costs. LCC will be addressed during the Phase II Competitive Production Contract source selection evaluation. Each Offeror will provide LCC data (similar to the Phase I Competitive Evaluation information) for all items on a list of major components. The major component list will incorporate components that historically have been cost drivers. In addition, the major component list will be augmented with components significantly impacted by changes proposed in the Phase I Competitive Evaluation. LCC data from each Offeror will be evaluated to determine the lowest likely LCC to the Government. The Government may also include additional government costs or savings (such as for Federal Retail Excise Tax (FRET) or testing) that may result from any proposed change. The assessment will incorporate adjustments for realism as appropriate. If discussions are held, these adjustments will be disclosed to the Offerors at that time.

A.3.2.2 Contract Price. Contract Price will be evaluated to ensure that the price is fair, reasonable, realistic, affordable, and provides the Government the Best Value.

A.3.2.3 Technical Risk. Technical Risk will be addressed during the Production Contract source selection evaluation. The Phase I Competitive Evaluation will generate Test Incident Reports and technical findings (through modeling/simulation and any other means) which the Government will require the Offerors to address in their Phase II Competitive Production Contract proposal. The Government will also evaluate the risk of the Offeror's production configuration meeting the system requirements. The Government will also evaluate the Offeror's proposed fixes and/or fix plan for any unfavorable test incidents discovered during Phase I Competitive Evaluation. The proposed changes that were not tested during the Phase I Competitive Evaluation will be rated at a higher risk than those changes that were fully tested. Additionally, the Government will evaluate the Offeror's configuration and usefulness for future acceptance by the Government after their configuration is validated through Production Qualification Testing.

A.3.2.4 ILS Impacts. ILS Impact will be addressed in the Production Contract source selection evaluation, but in more detail than in the Competitive Evaluation Phase. This data will be gained through Test Support Findings (Government Tester assessment), Test Incident Reports or any Logistics Demonstration. The Offeror will be required to respond to the incidents discovered during the Phase I Competitive Evaluation contract, as well as identify what support activities they will develop and execute in the Phase II Competitive Production Contract in order to support their configuration through test and fielding. The Government will evaluate the sufficiency, quality, and extent of the Offeror's ILS actions, as well as assess the risks of the Offeror accomplishing these actions in a timely and sufficient manner to support the Government's FMTV Competitive Rebuy program.

A.3.2.5 Production. Production capabilities and planning will again be reviewed during the Production Contract source selection evaluation. This effort will update previous Government findings from Phase I and confirm that the Offerors are ready to

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001MOD/AMD	Page 5 of 65
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Name of Offeror or Contractor:

successfully execute their production plan if they are awarded the contract. The Government will also assess the risk of the Offeror executing their plan.

A.3.2.6 Past Performance and Small Business Subcontracting. Past Performance and Small Business Subcontracting participation will be updated for the Production Contract source selection evaluation.

A.4 Government Execution. The Offeror is cautioned that conduct of this program, or the items discussed above, in no way obligates the Government to carry out a future procurement of the FMTV, nor to carry out a Phase II Production Contract source selection evaluation through the methods described above. While the Competitive Evaluation and Production strategy is based on current acquisition planning, the Government reserves the right to alter, amend, or cancel its current planning without notice to the public. By participating in this program, the Offeror agrees that no obligation on the part of the Government is thereby created regarding any future acquisitions.

A.5 Partnering. In an effort to most effectively accomplish the Competitive Evaluation contract, the Government will include a provision incorporating the concept of "partnering" with each contractor. Partnering is a process used to reduce adversarial attitudes, improve trust and communication, and build teamwork. This cooperative relationship will strive to draw on the strengths of each organization in an effort to achieve a quality product, at the prices offered and on schedule. This effort will be bilateral in make-up and participation will be totally voluntary.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>VEHICLE MODIFICATIONS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Pursuant to Section C, and the Performance Specification, the contractor shall modify the five (6) Government Furnished Family of Medium Tactical Vehicles listed in H.2 "Government Furnished Property" with the items/changes listed in the contractor prepared Attachment 18, "Contractor Proposed Changes."</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>20-MAR-2002</td></tr></table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2002	1	LO		\$_____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<div><div><div><div><div>Supplies or Services and Prices/Costs</div><div>CONTRACT DATA</div><div>NOUN: CONTRACT DATA</div><div>SECURITY CLASS: Unclassified</div><div>Data as set forth in Exhibit A, Contract Data Requirements List (DD Form 1423). See H.4, "Payment for Data Items."</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: DestinationACCEPTANCE: Destination</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001 3</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 1 SEE DD FORM 1423</div><div>FOB POINT: Destination</div><div>SHIP TO: PARCEL POST ADDRESS</div><div>(W56HZV) XU NICP ACCT PROP OFF</div><div>USA TACOM</div><div>WARREN MI 48397-5000</div></div></div></div></div> <div>1</div> <div>LO</div> <div>\$ ** NSP **</div> <div>\$ ** NSP **</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>OPTION FOR ADDITIONAL VEHICLE MODIFICATION</u></p> <p>NOUN: OPTION SECURITY CLASS: Unclassified</p> <p>As an option and pursuant to Section C, paragraph C.1.1.1.3 and Section H, paragraph H.5, the contractor shall modify two (2) Government Furnished Family of Medium Tactical Vehicles listed in H.2 "Government Furnished Property" with the items/ changes listed in the contractor prepared Attachment 18, "Contractor Proposed Changes."</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>20-MAR-2002</td></tr></table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2002	1	LO		\$_____
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<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p align="center">Page 10 of 65</p>
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
<p>(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.</p>			
<p>(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.</p>			
<p>(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL:</p>			
<p align="center">www.tacom.army.mil/acqcen/ciods.html</p> <p align="center">***</p>			
C-2	52.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	MAY/1999
<p>(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.</p>			
<p>(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.</p>			
<p>(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.</p>			
<p align="center">(End of clause)</p>			

STATEMENT OF WORK

C.1 General. This program is not a development effort. A competitive production contract award to a single contractor is anticipated through a two-phased acquisition process: Phase I Competitive Evaluation and Phase II Competitive Production. Up to three Phase I Competitive Evaluation contracts shall be awarded. Those Contractors who are awarded and successfully complete contracts during Phase I Competitive Evaluation shall be the only Contractors considered for a single Phase II Competitive Production contract of 14,000+ FMTV trucks and trailers. Tentatively, the Government will make a single Phase II Production contract award based on the Contractor's Phase II Competitive Production proposals, the results of the Phase I Competitive Evaluation (test and modeling/simulation), and the contractor's responses to any Phase I Competitive Evaluation findings. During Phase I Competitive Evaluation, the Contractor will be permitted to make changes to the six, Government furnished, FMTV A1 trucks (Government FMTV A1 baseline configuration) in order to meet regulatory requirements and ensure reliable system performance. There is an option to increase the variant quantities in Section H. The Contractor will also be permitted to make changes in order to provide performance improvements and/or provide Life Cycle Cost (LCC) savings to the Government. The Contractor's changes, which they will provide in the Contractor's Configuration Changes (Attachment 18), shall be assessed during Phase I Competitive Evaluation. However, these changes shall not be submitted to the Government for approval and incorporated into the Government's FMTV TDP until after successful Phase II Competitive Production contract testing (assumes that the Contractor is awarded a FMTV Competitive Rebuy Phase II Production contract).

C.1.1 The Contractor, as an independent Contractor and not as an agent of the Government, and within the schedule and constraints of this Phase I Competitive Evaluation contract shall:

C.1.1.2 Receive six (6) Government Furnished Trucks, along with their Final Inspection Record (FIR) at the Government's production site, in Sealy, TX, The descriptions/designation and delivery schedule of the Government Furnished vehicles are listed in Section H. The Contractor shall take possession of these vehicles and transport them to the Contractor's facility.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: right;">Page 11 of 65</p>
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Name of Offeror or Contractor:

C.1.1.3 Modify and fully integrate the six Government Furnished trucks listed in Section H with an Environmental Protection Agency (EPA) 2004 emission (40 CFR Part 86) compliant engine and any other contractor proposed changes named in Attachment 18.

C.1.1.3.1 An option for two additional vehicles to be modified is contained in Section H.5.

C.1.1.4 Deliver these modified Government vehicles to Aberdeen Test Center (ATC) per the schedule in Section F, 300 DAC.

C.1.1.5 Provide Contractor test support of Government testing per C.6.

C.1.1.6 Phase I Exit Criteria. In order for a Contractor to be eligible to compete for the Phase II Competitive Production contract, the Contractor must accumulate 20,000 miles on two (2) LMTV M1078A1 and two (2) MTV M1083A1, or complete 7 months of testing, whichever occurs first. The Government will determine if the Contractor has successfully completed Phase I and will notify the Contractor.

C.1.1.7 Any information, data or other material generated as a result of Phase I contract performance shall be considered to be Source Selection Information and shall be protected consistent with FAR 3.104.

C.1.2 Definitions.

C.1.2.1 "Days After Contract". Unless otherwise specified, "Days After Contract" refers to calendar days after contract award.

C.1.2.2 "Years". Unless otherwise specified, Fiscal Year (FY) refers to the Government Fiscal Year. The Government FY is from 1 October until the following 30 September. Calendar Year (CY) is from 1 January through 31 December.

C.2 TDP Warranty. Competitors shall warrant to the Government the Technical Data Package (TDP) for the vehicles they ultimately propose in the Phase II Competitive Production Contract source selection evaluation. In support of this assumption of responsibility by the competitors, a Technical Data Package Review clause has been included in Section H to insure that Contractors have given the Technical Data Package a thorough and complete review. Consistent with this required shift of responsibility for the Technical Data Package, the Government calls your attention to the following disclaimer:

DISCLAIMER: In Phase II of the FMTV Competitive Rebuy, the Government will not warrant that the FMTV A1 TDP fully meets contract requirements. The Government will not be responsible for the design of the proposed vehicles as represented by the contractor modified FMTV A1 baseline configuration as defined in C.3.1.2 below, its failure to meet contract requirements, or the failure of any sub-assemblies or parts thereof. The Government will disclaim any responsibility for any necessary redesign or any other work effort or time required to meet Phase II contract requirements due to any failure of the contractor configuration as defined below. Any delay or expense incurred by the contractor as a result of failure of production vehicles to meet any contract requirement shall be the sole responsibility of the contractor and shall not be a basis for a claim against the Government for any contract price adjustment or extension in schedule. The Phase II Competitive Rebuy RFP will include substantially the same language and will impose complete design responsibility upon the winning contractor for the entire TDP supporting production of all proposed vehicles.

C.3 Configuration.

C.3.1 Definitions.

C.3.1.1 "Government FMTV A1 Baseline Configuration". The Government FMTV A1 Baseline Configuration is defined as the following:

- a. Government specifications (ATPD 2131B), drawings, supporting technical data and special requirements specified thereon.
- b. FMTV A1 Technical Data Package (TDP), Attachment 2, which includes:
 - (1) Engineering Change Proposals (ECPs).
 - (2) Value Engineering Change Proposals (VECPs).
 - (3) Request for Waivers (RFW).
 - (4) Request for Deviations (RFD).

C.3.1.2 "Contractor Configurations".

C.3.1.2.1 "Contractor Proposed Changes (Attachment 18)". This Contractor submitted document consolidates the Contractor's changes

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 12 of 65</p>
--	--	---

Name of Offeror or Contractor:

to the Government FMTV A1 baseline configuration submitted in Volumes 1-3 of the proposal. Upon contract award, Volumes 1-3 (Executive Summary, Life Cycle Cost Area, Technical & Logistics Area) become Attachment 18, Contractor Proposed Changes, to the contract. The proposed ECPs (IAW Attachment 45, Engineering Change Proposal (ECP) format) contained within Attachment 18 may include any form of drawings, specifications, Interface Control Documents, or any other enclosures that help to define the change's impacts. Attachment 18 will be treated as Source Selection Information in accordance with FAR 3.104 and will be considered as an updated "on-going" proposal for Government evaluation from the Contractor.

C.3.1.2.2 "Contractor's Baseline Configuration". The Contractor's Baseline Configuration shall be fixed at time of contract award as the Government FMTV A1 Baseline Configuration in addition to those changes listed in Attachment 18 at the time of Phase I Competitive Evaluation contract award.

C.3.1.2.3 "Contractor's Configuration". The contractor's configuration is the contractor's "current" configuration ("living" configuration) after contract award. It is the product of the Contractor's Baseline Configuration, and any reviewed/approved proposed Engineering Change Proposals (Attachment 45) to that baseline configuration updated in Attachment 18 IAW CDRL A014.

C.3.1.2.4 "Common Fleet Integration Design Practices". Concurrent engineering design practices shall be applied to design changes to maximize compatibility to current fleet interfaces (i.e. form, fit, function) and minimize effects on system operation, human factors, logistics, reliability and maintenance.

C.3.2 Configuration Requirements.

C.3.2.1 In order to meet the requirements stated herein, the contractor shall start with the Government FMTV A1 Baseline Configuration as the basis for the modification of these vehicles and required support supplies under this contract. The contractor shall also strive to use Common Fleet Integration Design Practices in their modifications, while still being downward compatible with the FMTV A1 fleet to the maximum extent possible.

C.3.2.2 Canceled Specifications and Standards. Specifications and standards referenced in the Government's FMTV A1 baseline configuration may be used to satisfy requirements even after the referenced documents are canceled. Replacement specifications and standards may also be used to satisfy FMTV configuration requirements in lieu of the canceled document. Document replacement must be noted in the canceled and/or replaced documents. A technical evaluation shall be applied to determine the nearest equivalent requirement in accordance with new specifications or standards. The Contractor shall document any necessary interpretation and shall make this available to the Government upon request.

C.3.2.3 Requirements not met by Current FMTV A1. The current FMTV A1 has failed to meet some of the system requirements specified in the ATPD 2131B and the TDP, even though the system overall was rated Operationally Suitable. Attachment 49, Summary of Requirements not met in FMTV A1 PVT, details the resolution of these test results and the status of effected requirements.

C.3.3 Configuration Management.

C.3.3.1 Contractor's Configuration Responsibility. The Contractor's use of the Government FMTV A1 baseline configuration does not relieve the Contractor from the responsibility of manufacturing a quality product or meeting/exceeding the requirements contained herein.

C.3.3.2 Contractor Post Award Configuration Changes. The Contractor may propose and support changes (Attachment 45, Engineering Change Proposal) to their Contractor's baseline configuration, as specified in Attachment 18, at any time during this contract at no additional cost or schedule delay. All changes which are not contained in Attachment 18 must first be submitted to the Government (CDRL A013). To the maximum extent possible, the Contractor's configuration changes shall emphasize Common Fleet Integration Design Practices, and be downward compatible with the FMTV A1 baseline configuration. All changes must be reviewed/approved prior to modification of GFE vehicles during the Phase I Competitive Evaluation contract. The Contractor shall submit an updated Attachment 18 with approved changes within 5 days of review/approval IAW CDRL A014.

C.3.3.2.1 1 to 240 DAC. Up to 240 DAC, the Government will simply review Contractor changes submitted (Attachment 45, Engineering Change Proposal) within 7 calendar days to assess the impacts. The Government will advise the Contractor when the reviews are completed.

C.3.3.2.2 241 DAC through Government Testing. For any Contractor changes submitted 241 or more DAC, the Government reserves the right to disapprove the changes submitted in order to protect the integrity of the Government test. The changes submitted by the Contractor at this time shall only be for test fixes (C.6.3.1). The Government will advise the Contractor within 7 calendar days whether the changes were approved or disapproved.

C.3.3.2.3 LCC Impacts. As part of the documentation in support of each proposed configuration change, the Contractor shall identify the Life Cycle Cost (LCC) impact of that change. The definition of LCC and the specific LCC information to be provided for each proposed change are provided in the instructions for Block 40i in Attachment 45.

C.3.3.2.4 New ECP/RFDs. The Contractor will receive any approved ECPs/Request for Deviations (RFD) to the Government baseline

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 13 of 65</p>
--	--	---

Name of Offeror or Contractor:

TDP on the current FMTV production contract. The contractor shall have 7 days to provide any comments by letter to the Government. The contractor is not obligated to provide any comments to these ECPs nor integrate these changes during Phase I.

C.3.4 Change Test Impact. If the Government must add testing to assess the change's impact, any necessary additions to the System Support Package (SSP) shall be made at no additional cost or schedule delay to the contract.

C.3.5 Format. Proposed Engineering Change Proposals (IAW CDRL A013) can include any form of drawings, specifications, Interface Control Documents, or any other form that fully describes the function of the change and its impact(s). Attachment 45, Engineering Change Proposal, includes instructions for filing changes using DD 1692 or a Contractor equivalent form.

C.4 Meetings and Reviews.

C.4.1 Partnering. It is the Government's intent to foster a teaming relationship by partnering with the Contractor to manage this contract and to resolve issues. Partnering is a process used to reduce adversarial attitudes, improve trust and communication, and build teamwork. This cooperative relationship will strive to draw on the strengths of each organization in an effort to achieve a quality product, at the prices offered and on schedule. This effort will be bilateral in make-up and participation will be totally voluntary.

C.4.2 Start of Work Meeting. A Start of Work meeting shall be conducted at the Contractor's facility within two weeks after award of this contract. It shall last no longer than two (2) days. This meeting shall review the Contractor's systems and schedules that shall be utilized during this contract. The Contractor shall present and confirm the Contractor's baseline configuration to the Government for review at the start of work meeting.

C.4.3 Monthly Management Review. There shall be monthly management reviews. The review shall last no longer than one (1) day. The reviews shall be held via video teleconference (VTC), conference call, or at the Contractor's facility, unless otherwise notified by the PCO in writing. Telephonic and VTC, in lieu of actual "face-to-face" meetings shall be the preferred methods for conducting meetings.

C.4.4 Test Readiness Review. Will be conducted IAW C.6.5.

C.4.5 Scoring Conferences. Will be conducted IAW C.6.7.

C.4.6 Meeting Management.

C.4.6.1 Agendas. The Contractor shall prepare agendas for all Government/Contractor meetings and reviews in contractor format. Agendas for monthly reviews shall be submitted by e-mail 10 calendar days prior to the meeting (CDRL A001).

C.4.6.2 Minutes. The Contractor shall prepare minutes of monthly reviews. These minutes shall be in contractor format. Draft minutes (with list of attendees, their phone number, and e-mail address) shall be provided to the Government for review and concurrence prior to being finalized. These draft minutes shall be provided to the Government within three (3) working days after the meeting. Upon receipt, the Government shall have three (3) working days to respond with comments/concurrence. If the Contractor receives no response after that time from the Government, then Government concurrence shall be assumed. After concurrence, the final minutes shall be delivered to the Government within three (3) working days. The draft and final minutes shall be sent via e-mail, in MS Word format (in a version no lower than Microsoft Office 97)(CDRL A002).

C.5 Workmanship and Material.

C.5.1 Paint. The Contractor shall ensure that hardware added to the vehicles conforms to E.2. Additionally, the Contractor shall ensure that the GFE camouflage pattern and/or vehicle color(s) is maintained as much as possible prior to delivering the modified vehicles to ATC. Should the Contractor's configuration make external changes to the FMTV A1 baseline configuration appearance, the Contractor may be required to develop new camouflage patterns under the Phase II Competitive Production Contract. These patterns must eventually be approved by the Government in the Phase II Competitive Production contract.

C.5.2 Radioactive Material. Radioactive material shall not be utilized in the performance of this contract.

C.6 Test and Test Support.

C.6.1 Definitions

C.6.1.1. "Failure". A failure is defined as an event, or state, in which the system or any component thereof does not or would not, perform as specified in the ATPD 2131B.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 65</p>
--	--	---

Name of Offeror or Contractor:

C.6.1.2 "Defect". A defect is defined as a nonconformance to a technical requirement. Defects are classified as critical, major and minor, as defined in the performance specification and Failure Definition/Scoring Criteria (Attachment 16).

C.6.2 Contractor Testing. The Contractor may test the vehicles prior to delivering them to the Government designated test site (Aberdeen Test Center, MD). The Government intends to run approximately 20,000 miles on the test vehicles, therefore, Contractor testing in excess of 1,000 miles on any vehicle may jeopardize vehicle performance during Government testing. The Contractor shall install new, unburnished brakes on the vehicles immediately prior to delivery to the Government test site.

C.6.3 Competitive Evaluation Test. The Government will conduct performance and endurance testing to determine the maturity and full integration of the Contractor's configuration. The information obtained from these tests shall support evaluation of the Contractor's Phase II Competitive Production proposal and subsequent source selection. The Government will conduct, as a minimum, those required performance tests from ATPD 2131B specified in Attachment 42. The performance testing listed in Attachment 42 may be modified by the Government as required, to assure that further changes to the Contractor's baseline configuration are fully addressed during testing. The six test vehicles will undergo a combination of performance and endurance testing. At least two (2) LMTV M1078A1 and two (2) MTV M1083A1 vehicles will accumulate a minimum of 20,000 miles each, with scheduled maintenance points at 3,000 mile intervals. The Government test and assessment will last approximately 210 days, at which time the Government will provide the Contractor with an outbrief on their configuration's performance. During the start of work meeting and subsequent Test Readiness Review (TRR), the Government and Contractor will jointly review the test requirements. The Contractor shall receive an Emerging Results Briefing which will be subject to FAR 3.104, Source Selection Information, that will disclose the test results on his vehicles.

C.6.3.1 Changes to Test Vehicles During Testing. It is the Government's intent to maintain the integrity of the Government test and, therefore, it will approve only test-related changes after the start of Government testing. All changes to test vehicle hardware or software shall be initiated by the Contractor with the Engineering Change Proposal (Attachment 45). The Contractor shall submit this form to the Government IAW with CDRL A013 (C.3.3.2). Any approval or disapproval does not relieve the contractor from meeting the requirements of this contract. Upon approval, Contractors will be given controlled access to test vehicles in order to integrate approved changes. Based upon the changes, the Government may elect to conduct follow-on log demo testing of additional changes (C.6.12).

C.6.3.2 Testing will not be extended because of the Contractor's late delivery of vehicles to the test site, poor quality, workmanship, or failure of the Contractor to provide timely support to testing.

C.6.4.2 System Support Package (SSP)

C.6.4.2.1 System Support Package List (SSPL). The Contractor shall prepare and provide a System Support Package List(s), addressing items unique to the Contractor's Configuration only, 45 days prior to delivery of vehicles to ATC in accordance with CDRL A012. DID DI-ILSS-80532(T) is to be utilized as guidance only for the preparation of the SSPL. Contractor format is acceptable. Duplication/generation of existing material is not necessary (e.g., applicable technical manuals, Maintenance Allocation Charts [MAC]), etc. All Contractor Configuration unique spare parts, special tools/TMDE, and any TM Change Supplements shall be included (255 DAC).

C.6.4.2.2 System Support Package (SSP). The Government will maintain a System Support Package for the Government baseline FMTV A1 configuration to support the Contractor (Attachment 12). The Contractor, however, shall assemble, ship and furnish (to include packing, packaging and transportation) the System Support Package(s) for Contractor-unique items to Aberdeen Test Center 30 days prior to the start of testing. The Contractor-unique SSP shall consist of the following as a minimum:

- a. Unique spare/repair parts required to support the service intervals defined in the technical manuals and any anticipated parts failures. Attachment 12 contains the typical parts that have experienced failure in past testing for the FMTV A11 and is provided for guidance only.
- b. Unique common/special tools and Test, Measurement, and Diagnostics Equipment only per C.6.10.
- c. Training and support of test site personnel for configuration change specific items only per C.6.15.
- d. List of Contractor personnel requiring access to test site (C.6.15.2).
- e. Unique Basic Issue Items.
- f. TM Change Supplements
- g. List of types and quantities of expendable supplies such as Petroleum, Oil and Lubricants, only if they differ from Attachment 12. The Contractor is not required to provide these materials if they are readily available through commercial sources. However, if the material is unique, the Contractor shall include adequate supplies of this material to support all testing.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 15 of 65</p>
--	--	---

Name of Offeror or Contractor:

C.6.5 Test Readiness Review (TRR). The Contractor shall assist in the preparation for and attend the Government TRR. One TRR will be held at ATC approximately 30 days prior to test.

C.6.6 Test Incident Report (TIR)/Failure Analysis and Corrective Action Report (FACAR).

C.6.6.1 TIR. The Contractor shall be responsible for accessing the test site computer databases (Army Test Incident Reporting System (ATIRS)) for all Test Incident Report (TIR) data during Government required tests.

C.6.6.2 FACAR. The Contractor shall submit FACARs (CDRL A015) to the Government for "critical" TIRs (IAW Attachment 16, Failure Definition/Scoring Criteria) within 48 hours of notification. The Contractor is not required to provide FACARs for any other TIRs in Phase I Competitive Evaluation, but is encouraged to provide the Government with preliminary analyses and observations to ensure that the Government is properly categorizing TIRs. The Contractor shall provide the Government FACARs on all critical and major TIRs as part of Phase II Competitive Production proposals in addition to minor FACARs identified by the Government in the Scoring Conferences.

C.6.7 Scoring Conferences. During and after Government testing, there will be at least two Scoring Conferences when Test Incident Reports (TIRs) will be addressed. Contractors will be able to attend the conferences to give a presentation to the Government. The Contractor will not participate in the actual Scoring Conference. During these Conferences, the Government will determine which TIRs would qualify as scored operational failures (IAW Attachment 16, Failure Definition/Scoring Criteria) to develop Government Reliability and Maintainability data. The Scoring conference may also at this time revise the incident classification (Critical, Major, Minor, Information) based on known test data and the quantity of TIRs for a particular failure mode (AR 73-1, DA PAM 73-1). The contractor may wish to submit FACARs (CDRL A015) to mitigate hardware mission failures (HMF), essential maintenance actions (EMA) and chargeable maintenance issues 15 days prior to a scheduled scoring conference. The Government will notify the contractor of the results within 10 days of the scoring conference.

C.6.8 Test Maintenance. Government test site personnel will conduct the operation and maintenance of the test vehicles while at the test site. The Contractor shall have the necessary technical and support staff at the test site (see C.6.15). The Contractor shall provide technical/maintenance assistance (on demand by Government test personnel), unique SSP parts and unique spare parts for contractor proposed changes at the test site. The Government will provide the Contractor with storage facilities for Contractor furnished repair parts at ATC (24 hour parts turn-around, for repairs).

C.6.9 Replacement Items. The Government will provide replacement items for the Government baseline FMTV A1 configuration. The Contractor is responsible for providing replacement items unique to the Contractor's configuration within twenty-four (24) hours after notification of the shortage. Failure to provide Contractor configuration replacement items within the time specified may prevent timely completion of the endurance test, thereby potentially adversely impacting test results.

C.6.10 Tools and Test Equipment. The Contractor shall identify to the Government during the TRR, those unique tools and test equipment required to maintain the vehicles during Government testing. Any special tools and test equipment which are needed by the Government to perform maintenance, and that are not currently used within the FMTV A1 baseline configuration at the Direct Support level, shall be provided by the Contractor to a Government designated test site 30 calendar days prior to the start of test.

C.6.11 FMTV Interactive Electronic Technical Manuals (IETMs). To support the Government test, the Contractor shall provide updates/supplements to the technical manuals to support their configuration's differences from the Government FMTV A1 baseline configuration 30 days prior to test. These Contractor's updates/supplements do not necessarily have to be provided in an IETM format during this contract (CDRL A003) (Contractor format acceptable). The contractor shall continue to provide changes to the FMTV IETMs for approved changes (updated to Attachment 18) throughout the Phase I Competitive Evaluation contract.

C.6.12 Logistics Demonstration. For the purpose of evaluating the impact of changes, the Contractor and the Government shall conduct a joint Logistics Demonstration (LD) on all proposed changes to assess impact of changes on ILS at the beginning of the Government testing. The marked-up TM and RPSTL pages will serve as a starting point for the LD. This LD could consist of a complete teardown/ reassembly of all changed components to include trouble-shooting, removal and repair at all levels of maintenance. The Contractor shall provide skilled mechanics and subject matter experts (SMEs) in logistics to participate in the demonstration. The Government will also provide SMEs to support the LD.

C.6.13 User Demonstration. The Government, during endurance testing, will conduct a User Demonstration. The User Demonstration will provide written observations, made during the approximate two-week demonstration, to be considered during Phase II Competitive Production source selection.

C.6.14 Maintenance Task. The Government will perform all Army standard levels of maintenance (operator through DS/GS) as required on the vehicles after delivery including the 3,000-mile service and inspection on the vehicles. When requested by the Government, the Contractor shall provide technical assistance and/or direction in order to complete maintenance tasks as required.

C.6.15 Contractor Technical Assistance. The Contractor shall provide Field Service Representatives (FSRs) for the duration of testing, who are thoroughly experienced and qualified and shall advise and make recommendations to orient and instruct Government

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 16 of 65</p>
--	--	---

Name of Offeror or Contractor:

personnel with respect to operations, maintenance, repair and Contractor parts supply for the end items provided, including all components. The Government currently anticipates needing test support six (6) days per week comprising of 2 each 10-hour shifts per day excluding Federal Holidays. The Government will provide a space for a van and a separate maintenance bay.

C.6.15.1 Operator Training. The Contractor shall provide Operator Training prior to Government Test for Government test site personnel on operator tasks for the Contractor's changes to the GFE FMTV A1 trucks.

C.6.15.2 FSR Personal Data. The Contractor shall make available all required personal vital statistics related to the representatives furnished under this provision, including documentary evidence such as birth certificates and any other such evidence as is requested by the installation or area in which services are to be performed. No later than 30 days before the start of Government test, the Contractor shall submit in writing to the Contracting Officer, for approval, the names and a statement of qualifications for the representatives who will be performing the services. The Government will grant or deny access for the persons named.

C.7 Modeling And Simulation. Attachment 46 is provided to illustrate the Modeling and Simulation requirements and schedule. Reference Attachments 6 through 10.

C.7.1 Definitions.

C.7.1.1 "Modeling and Simulation Results". In reference to the Dynamic Analysis and Design System (DADS) and NATO Reference Mobility Model (NRMM) results, the Government defines "results" as a set of output data resulting from running a sequence of DADS and NRMM simulations of one vehicle configuration subjected to a test scenario at varying speeds.

C.7.1.2 "Payload". A payload is defined as a uniformly distributed 5,000 lb. load with the vertical center-of-gravity located 24 inches off the cargo bed for the M1078A1 and a uniformly distributed 10,000 lb. load with the vertical center-of-gravity located 24 inches off the cargo bed for the M1083A1. For the M871A3 flatbed trailer, a payload is defined as a standard 45,000 lb. load that is standard for this trailer.

C.7.1.3 "Gross Vehicle Weight (GVW)". The GVW is defined as the sum of the Vehicle Curb Weight (VCW) and maximum payload. For performance requirements, paragraph 3.2 and subparagraphs of 3.2 of the ATPD 2131B (Attachment 1), the GVW of the tractor and wrecker is equal to VCW.

C.7.1.4 "Gross Combined Weight (GCW)". The GCW shall be defined as the sum of the GVW and the designated primary towed loads below:

- a. MTV variants (except tractor and wrecker), the MTV cargo trailer.
- b. MTV tractor, semi-trailer loads commonly towed by M939 series tractors, 46,000 lbs. (Trailer plus payload) for endurance and mobility, fully loaded M871 for performance requirement.
- c. MTV wrecker, as per para 6.3.4.4 of the ATPD 2131B (Attachment 1).
- d. LMTV variants, the LMTV cargo trailer.

C.7.2 Government Computer Resource Partnering Agreement. The Government and the Contractor shall jointly develop a Government Computer Resource Partnering Agreement within 20 DAC which defines guidelines for making available Government simulation computing resources using the draft example contained in Attachment 3. Government computer modeling and simulation output will be made available to authorized contractor personnel to analyze and improve the Contractor's baseline configuration changes, and to develop and refine their designs for the FMTV variants listed in Attachment 4.

C.7.3 Optional Modeling and Simulation. The Government will provide the Contractor optional modeling and simulation in support of proposed Contractor configuration changes to the baseline variants. Optional modeling and simulation will include dynamic simulation using the Dynamic Analysis and Design System (DADS) and mobility simulation using the NATO Reference Mobility Model (NRMM). Data shall be provided to the Government using the data sheets contained within Attachments 5 and 6. In addition, the Government will provide optional engineering analysis in the area of structures, propulsion and cooling by evaluating data supplied by the Contractor per Attachments 8, 9 and 10. The optional modeling and simulation will be limited to three DADS and/or NRMM results, and the optional engineering analysis will be limited to three design alterations, per each of the following vehicle configurations:

- 1. M1078A1 at GVW and/or GCW.
- 2. M1083A1 at GVW and/or GCW.
- 3. M1088A1 while towing a payloaded and/or non-payloaded M871A2 flatbed trailer. (not to include NRMM simulation results).
- 4. The M1089A1 while towing a M1089A1 wrecker.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 17 of 65</p>
--	--	---

Name of Offeror or Contractor:

A simulation result is defined in section C.7.1.1. Optional modeling and simulation and optional engineering analysis will be provided to the Contractor starting the date entering the Government Computer Resource Partnering Agreement and will no longer be available 240 DAC. The Government reserves the right to perform additional modeling and simulation or engineering analysis that the Government determines necessary.

C.7.4 Data Suspenses. The Contractor shall submit modeling and simulation data of their final vehicle designs to the Government per CDRLs A004, A005, A007, A008 and A009, no later than 240 DAC for the M1078A1 and M1083A1; no later than 300 DAC for the M1089A1 and M1088A1. Attachment 46 contains a matrix showing optional and required data submissions for information only.

C.7.5 Solid Models. The Contractor shall provide Computer Aided Design (CAD) 3D solid models of the baseline vehicle design changes per CDRL A006 no later than 240 DAC for the M1078A1 and M1083A1; no later than 300 DAC for the M1089A1 and M1088A1. Attachment 44 contains a PRO/E solid model of the M1078A0 supplied for information purposes only. The Government does not warrant the accuracy of the model. The Government plans to provide an FMTV A1 solid model in June 2002.

C.7.6 Data Security. The Government will establish partitions between competing Contractor data in order to prevent unauthorized dissemination or exchange of any competition sensitive, source-selection, or proprietary information, or for the premature or unilateral release of acquisition-related information. The Government acknowledges that the data provided by the Contractor is Competition Sensitive - Business Confidential and therefore exempt from the release under the Freedom of Information Act (FOIA).

C.7.7 Government Modeling and Simulation. The Government will review the modeling data provided by the Contractor 240 DAC for the M1078A1 and M1083A1; 300 DAC for the M1089A1 and M1088A1. The review will be completed in 30 days. After reviewing the Contractor model data the Government will conduct modeling and simulation and engineering analysis, using the Contractor's supplied data, to evaluate whether the Contractor's vehicle meets the performance requirements outlined in Attachment 4. The Government will provide the findings of the simulation and analysis to the Contractor 90 days after the data review has been completed. No interim results will be provided. Based on the results of the Government simulation, the Contractor may be required to address their configuration's shortcomings as part of an FMTV Phase II Competitive Rebuy Production contract proposal submission.

C.8 Disposition of Test Vehicles, Data and System Support Package (SSP). Upon completion of all Government testing, all Government furnished vehicles provided under this contract shall revert to the full custody, ownership and control of the Government, including all modifications and changes integrated into these vehicles pursuant to contract performance requirements. The Government shall have the unqualified right to use, modify or dispose of Contractor modified vehicles in the best interests of the Government and at its sole discretion. Ownership of these modified vehicles shall include certain rights to any technical data created, generated and submitted by the contractor pursuant to contract requirements. The scope of these rights will be determined by DFARS 252.227-7013, DFARS 252.227-7014 or DFARS 252.227-7015, whichever applies in a given case. With regard to any original parts, accessories, assemblies, subassemblies or other equipment removed by the Contractor from Government Furnished vehicles as a result of the change integration/modification process, disposition and shipping instructions will be provided by the PCO for return to the Government after the conclusion of vehicle testing. Any System Support Package (SSP) materials unused at the conclusion of testing shall become the property of the Government and will be used or disposed in the best interests of the Government and at its sole discretion.

C.9 Safety Engineering.

C.9.1 System Safety. The Contractor shall utilize safety engineering principles in all system design activities performed under this contract. Configuration changes shall not degrade safety related design features of the FMTV A1 baseline configuration. The Contractor's configuration shall address all system safety risks, including but not limited to the following:

- a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle including potential interface problems with planned subsystems.
- b. Eliminate or reduce significant hazards by appropriate design or material selection.
- c. Control or minimize all hazards to personnel, which cannot be avoided or eliminated.
- d. Locate equipment components and controls such that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards (such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes). All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall be either enclosed or guarded. Protective devices shall not impair operational functions.
- e. Ensure suitable warning and caution notes are included in instructions for operation, maintenance,

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 18 of 65
--------------------	---	---------------

Name of Offeror or Contractor:

assembly and repairs, and that distinct markings are placed on hazardous components of equipment.

f. Ensure safety is considered for both operational and maintenance phases of the system.

g. Ensure the system meets the Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR), to the extent they are incorporated into the ATPD 2131B.

C.9.2 Safety Assessment Report. As a result of safety analyses, hazard evaluations, and independent Contractor testing, the Contractor shall update the FMTV A1 Safety Assessment Report (SAR) with regards to the Contractor's changes made from the FMTV A1 baseline configuration. The SAR update shall identify all new vehicle safety features compared to the FMTV A1 baseline SAR, discuss all potential safety and health related problems generated by the Contractor's configuration, and establish special procedures and/or precautions to be observed by Government test agencies and system users (CDRL A010). In the event the system is modified, or procedural changes are made after the final SAR is submitted, the Contractor shall update the SAR to reflect the modifications or changes. The SAR update shall be delivered to the Government no later than 270 DAC.

C.9.3 Health Hazard Assessment (HHA). The Contractor shall prepare a Health Hazard Assessment Report for the FMTV. This report shall identify health hazards and make recommendations concerning engineering controls, equipment, and/or protective procedures, to reduce the associated acceptable risk. Issues to be addressed within the report shall include but not be limited to:

a. Noise.

b. Toxic Gases.

- (1) Carbon Monoxide.
- (2) Ammonia.
- (3) Oxides of nitrogen and sulfur.
- (4) Acrolein.

c. Toxic Chemicals.

d. Ionizing or non-ionizing radiation.

e. Heat and Cold (to include heat stress).

f. Shock and vibration to crew members.

The report shall also address the chemicals identified in the Materiel Safety Data Sheets to be provided in the SAR (DI-SAFT-80102A). The Health Hazard Assessment Report should be submitted as an addendum to the Safety Assessment Report (DI-SAFT-80102A), CDRL A010.

C.10 Environmental, Safety, and Energy Standards and Regulations. The Contractor shall be responsible for all environmental, safety, energy and tax statutes and regulations in effect, or known to be scheduled to go into effect during contract performance, at the time of contract award. In addition to this general requirement, Contractors shall also be required to offer FMTV A1 modified vehicles that comply with the Environmental Protection Agency (EPA) 2004 emission requirements in accordance with 40 CFR Part 86, whether or not those emission standards are in effect during the contract performance period. Any changes in statutes or regulations which occur after contract award may entitle the Contractor to an equitable adjustment, but only if the changes are mandatory and they have a direct impact on the vehicles being evaluated by the Government. Since Contractors are not manufacturing vehicles for sale to the Government under this contract, it is unlikely that any post-award changes in statutes or regulations would be applicable to this contract, but Contractors shall bring any changes to the attention of the PCO for a determination of applicability. With regard to changes in statutes or regulations that are not mandatory, such as Federal Motor Vehicle Safety Standards (FMVSS), but which may, nonetheless, be incorporated on a selective basis as contract requirements, the PCO shall be notified of any changes and a determination will be made as to applicability to this contract.

C.11 Contracting Officer's Representative (COR). The Government will designate a COR for this contract as the point of contact for technical matters relating to the performance of this contract. After contract award, the PCO will officially designate a COR and advise the contractor in writing of the scope of responsibility that the COR will be given. In no event will the COR be authorized to make changes to the scope of this contract. Only the PCO (or ACO) can accomplish changes to the contract by properly executed contract modification(s).

C.12 Data.

C.12.1 Data Format. The Contractor shall submit data as required under the CDRL number and other requirements specified herein.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 19 of 65</p>
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Name of Offeror or Contractor:

Unless otherwise directed, all data submissions shall be made in electronic format, either through e-mail, or by submission of a diskette or CD-ROM. All deliverables, unless otherwise specified, shall be in a format readable by MS Word 97. Unless otherwise specified, the Contractor shall prepare technical data and reports in the format and scope required by the applicable DID (DD Form 1664), or described in the contract. The information shall be furnished to the Government in accordance with the CDRL (DD Form 1423) or as described in this contract. Unless otherwise stated, all technical data and reports shall be submitted by e-mail or by other electronic means mutually agreed to by both parties. Data/reports submitted by e-mail shall not exceed 2 megabytes (MB) in file size. Data/reports over 2 MB shall be transmitted on a disk via regular mail. All proprietary data/export control data submitted by the Contractor shall be submitted via a computer disk or CD-ROM.

C.12.2 Reports. The Contractor shall provide the Government with a monthly status report of all technical data and reports required under this contract in accordance with CDRL A011. This report shall, as a minimum, list all technical data, reports, studies, analyses, minutes, etc., at the required due date (e.g., monthly, one time), effective as of that due date, to the requiring office for that report. This report shall identify items not delivered to the Government on time noting a revised delivery date for the item. Contractor shall include a reason for all items delivered late. This report shall be in contractor format and be provided electronically to the Government in addition to the agendas for management reviews. Note: this report does not relieve the Contractor of the responsibility for delinquencies.

C.12.3 Data Item Descriptions (DIDs). Copies of Standard Data Item Descriptions required under this contract, shall be provided as an exhibit to this contract. Tailored Data Item Descriptions along with unique DIDs unavailable through normal channels are also furnished with this contract as an exhibit. Tailored DIDs are highlighted by the use of "(T)" following the DID number, i.e., DI-E-1112 (T). Contractor data/reports under this contract shall be provided electronically to the maximum extent possible/practical.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

INSPECTION AND ACCEPTANCE

- E.1 Welding. The Contractor shall use the welding standards cited within the Government FMTV A1 baseline configuration.
- E.2 End-Item Paint Requirements. The Contractor shall assure all painting operations (IAW C.5.1) and inspections comply with Mil-C-53072. The drying time required for topcoat application of MIL-C-53072, paragraph 3.5 is to be considered met if the application topcoat is performed within the parameters provided by the topcoat and e-coat product suppliers.
- E.3 Quality Program. The Contractor may utilize their existing quality program for this contract. Contractor use of ISO-9001 or equivalent program is preferred.
- E.4 Inspection And Test Equipment. The Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements. At the test site, the Contractor is not required to provide inspection and test equipment for test support except for those items beyond those normally required for maintaining the FMTV A1 baseline configuration (to include software changes to the support equipment).

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 65
	PIIN/SIIN DAAE07-01-R-S001	MOD/AMD	

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and

 ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

F-4	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES			APR/2000
Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>	
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
875670/ 875675	W62G2T	Transportation Officer Dist Depot San Joaquin French Camp, CA	Transportation Officer Dist Depot San Joaquin French Camp, CA	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

***SPLC indicates Sandard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 22 of 65
--------------------	---	---------------

Name of Offeror or Contractor:

New Cumberland Army Depot

Red River Army Depot

Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

(end of clause)

F.1 CONTRACT DELIVERY SCHEDULE

<u>DAC</u>	<u>EVENT/DELIVERABLE</u>	<u>REFERENCE</u>
1	GFE Trucks available (except for M1078s)at Sealy, TX	H.2.2
14	NLT Two weeks after award, the Government will hold a Start of Work meeting at the Contractor's facility.	C.4.2
20	NLT, the Government and Contractor will jointly develop a Government Computer Resource Partnering Agreement.	C.7.2
30	NLT, GFE M1078A1 LMTVs available at Sealy, TX	H.2.2
240	Submit updated data sheets (for DADS, NRMM, propulsion and cooling) for the M1078A1 and M1088A1	C.7.4
240	Submit 3D component solid models, as required, (compliant with government Modeling & Simulation) for the M1078A1 and M1083A1.	C.7.5
255	Contractor submit updated System Support Package List (SSPL) to Government	C.6.4.2.1
270	NLT 270 DAC Contractor provides updates/supplements to the technical manuals to support changes	C.6.11
270	Government hosted Test REadiness Review with Contractor and ATC	C.6.5
270	Contractor must submit updated Safety Assessment Report (SAR)	C.9.2
270	Contractor delivery System Support Package (SSP), to include unique tools and test equipment to ATC to support test	C.6.4.2.2
270	Submit Field Service Rep (FSR) personal data to the PCO	C.6.15.2
300	NLT 300 DAC Contractors must conduct Operator Training on operator tasks for the Contractor's changes	C.6.15.1
300	Submit updated data sheets (for DADS, NRMM, propulsion and cooling) for the M1089A1 and M1088A1	C.7.4
300	Contractor must delivery GFE trucks to Aberdeen Test Center for Government Testing	C.1.1.4
300	Field Service Reps in place to support Testing at Aberdeen	C.6.15

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 23 of 65
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-4	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
H-5	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-6	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-7	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC COMMERCE	MAY/2000

a. All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

b. In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

c. Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aa.is.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

d. Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

1. You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

2. You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

e. Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

(end of clause)

H-8	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	APR/2000
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods, which are listed in descending order of preference:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 24 of 65
Name of Offeror or Contractor:		

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) Submit each DD 250 separately.
[end of clause]

H.1 ISSUE OF DOCUMENTS. All documents of the issue listed in the contract and identified in the Defense Index of Specifications and Standards (DODISS) printed July 1,1997, form a part of this contract to the extent applicable, unless specifically stated otherwise.

H.2 ENGLISH LANGUAGE REQUIREMENT. During the life of this contract, the following shall be presented and maintained in the English language unless specified otherwise by the Procuring Contracting Officer:

- (a) All deliverable data items.
- (b) All correspondence records and files.
- (c) All in-process reviews, start-of-work meetings, or any other meeting required by the effort under this contract.
- (d) All technical manuals, publications, lists and maintenance charts.
- (e) All Contractor data compiled during test.
- (f) All decals and information affixed to the vehicle (i.e., oil fill capacity, transmission shifting patterns, stenciling).

H.2 GOVERNMENT'S RIGHT TO FURNISH PROPERTY

H.2.1 Pursuant to the Government Property Clause in Section I of this contract, the Government will furnish the Government Furnished Property(GFP) listed below, F.O.B. Sealy, Texas, for use in the performance of this contract:

Quantity	MODEL	NOMENCLATURE	NSN
3	M1078A1	LMTV Cargo w/o Winch	2320-01-447-6343
2	M1083A1	MTV, Cargo w/o Winch	2320-01-447-3890
1	M1084A1	MTV, Cargo w/MHE	2320-01-447-3887
1	AN/PSM-95	Test Set, Electronic Sys (Sport)	6625-01-445-0085

H.2.2 All GFP will be made available 1 day after contract award, except for the three (3) M1078A1 LMTVs. The Government will make the three (3) M1078A1 LMTVs available to Contractors up to 30 DAC.

H.2.3 At the conclusion of this contract, the Contractor shall return the Government Furnished Property to the Government at Aberdeen Proving Ground, MD, in accordance with Section C.8.

H.2.4 If the option at paragraph H.5 is exercised in accordance with C.1.1.1.3 and CLIN 0004 of the contract, the government will furnish 2 vehicles as follows: 1 M1078A1 LMTV and 1 M1083A1 1 day after the exercise of the option.

H.3 Technical Data Package Review (TDPR)

a) Introduction: This clause is intended to prepare the Contractor for assumption of responsibility of the complete technical data package for vehicles which are proposed for production under Phase II of the FMTV competitive rebuy acquisition. The drawings and technical data for the FMTV-A1 incorporated herein have been prepared and checked in accordance with accepted engineering practices. On the basis of previous experience, however, it is reasonable to assume that such data may contain deficiencies which would preclude the practical manufacture or assembly of the contract items in strict accordance with such technical data. This clause is intended to establish Contractor responsibility to review, identify, and evaluate any such deficiencies in such technical data and to implement such data corrections in contract items in the manner hereinafter set forth, without any equitable adjustment in contract price or delivery schedule under the CHANGES article or any other clause except as is otherwise provided in this clause. By way of example only, data deficiencies which would preclude practical manufacture or assembly include errors or

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 25 of 65</p>
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Name of Offeror or Contractor:

missions in drawings, tolerance stackups beyond the overall specified tolerance limitations for an item, dimensions resulting in no-fit conditions, and requirements for material which is not readily available or suitable for production.

b) Definitions.

(1) An actual impossibility is one in which the contract cannot be performed in strict accordance with technical data by the Contractor or any other responsible source of supply because of drawing or specification errors: and

(2) A practical impossibility is one in which performance of the contract in strict accordance with the technical data would entail extreme and unreasonable difficulties and exorbitant costs on the part of the Contractor, or any other responsible source of supply, such as would amount to commercial senselessness.

c) Scope. During the term of this contract, the Contractor shall perform a detailed review of the technical data furnished for the contract items or as otherwise specified by the Government as a part of the contract as awarded and as a part of any change issued pursuant to the CHANGES article thereafter. This review shall serve to identify, evaluate, and be the basis for recommending corrective action as part of contractor's Phase II production proposal. The Contractor shall recommend corrective action in the form of a data change proposal. This proposal should be referred to as a Technical Data Package Review Change Proposal (TDPRCP). This proposal shall contain the information required in order to correct any data deficiency constituting an actual or practical impossibility which would preclude practical manufacture or assembly. This information would ensure that the contracted items, including all components, assemblies, and parts can be produced, fabricated, and assembled in strict accordance with the technical data. These items would be corrected as required by this clause without resorting to any deviations, waivers, or changes of those items. The Government review and approval process for any TDPRCPs shall be set forth in the Phase II Production RFP. Review of any TDPRCPs will be conducted as part of the Phase II source selection process. Any approval and implementation of TDPRCP's will not occur until after Phase II Production contract award.

d) Consideration. The price for TDPR with respect to technical data furnished as part of the contract as awarded is amortized in the price of the items furnished hereunder. The Contractor shall without increase in contract price or extension in delivery schedule conduct the required review and evaluation during the term of this contract. The price for TDPR with respect to technical data furnished as a part of any Government issued post award change during this contract will be a part of an equitable adjustment for such change, if applicable. Any technical data deficiencies discovered in Phase I and identified by the Contractor and for which a TDPRCP will be submitted as part of the Phase II Production proposal shall not be a basis for rejection of the Phase I vehicle items.

e) Government Right to Convey Information. The Government reserves the right to convey information to the Contractor for its use in TDPR. Any such information so conveyed shall not entitle the Contractor to any price or delivery schedule adjustment or damages pursuant to any clause of this contractor or otherwise.

f) Rights and Remedies. The rights and remedies of the Government provided in this clause are in addition to and do not admit any right afforded to the Government by any other clause of this contract.

H.4 PAYMENT FOR DATA ITEMS. Payment for data items will not be separately priced and is included in the cost for CLIN 0001. In the event the contractor does not deliver any or all of the data required by the contract, the Government may withhold or suspend payments until the delinquent data is delivered. Data Item(s) more than one hundred twenty (120) days delinquent shall result in up to ten percent (10%) to be withheld (at the discretion of the ACO) of the total amount paid for CLIN 0001, until the delinquent data is delivered; unless otherwise agreed to in writing by the Procuring Contracting Officer.

H.5 OPTION FOR ADDITIONAL MODIFIED GOVERNMENT FURNISHED VEHICLES

- (a) The Government reserves the right to unilaterally exercise the option under this contract in accordance with C.1.1.1.3 and CLIN 0004 of the contract for 1 M1078A1 LMTV and 1 M1083A1 MTV to be modified by the Contractor as described in Attachment 18, the FMTV TDP and System Specification.
- (b) The option may be exercised by the Government at any time, but in any event not later than 60 days after contract award.
- (c) Deliveries of the item(s) shall be at the same time as the basic vehicles under CLIN 0001, unless the parties hereto otherwise agree.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 65
	PIIN/SIIN DAAE07-01-R-S001	MOD/AMD	

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>
(End of clause)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-26	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/1996
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-29	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	FEB/2000
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-33	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-34	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-35	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-41	52.232-25	PROMPT PAYMENT	JUN/1997
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-43	52.233-1	DISPUTES	DEC/1998
I-44	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-45	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-48	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-49	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-50	52.248-1	VALUE ENGINEERING	FEB/2000
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 27 of 65
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Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-54	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-55	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-57	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-58	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	AUG/2000
I-59	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-60	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-61	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-62	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-63	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
I-64	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-65	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-66	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-67	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-68	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-69	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	FEB/1997
I-70	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offer elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 28 of 65
Name of Offeror or Contractor:		

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I-71 52.223-11 OZONE-DEPLETING SUBSTANCES JUN/1996

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

(End of clause)

I-72 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 29 of 65
Name of Offeror or Contractor:		

(End of clause)

I-73 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-74 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION SEP/1999

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

I-75 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA NOV/1995

(a) Definitions.

As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: right;">Page 30 of 65</p>
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Name of Offeror or Contractor:

- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 31 of 65
---------------------------	--	----------------------

Name of Offeror or Contractor:

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-76	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document (see Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 32 of 65
	PIIN/SIIN DAAE07-01-R-S001	MOD/AMD	

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENT AVAILABILITY

Attachments 2, 12, 13, 14, 15, 21, 22, 23, 24, 25, 28, 29, 35, 36, 37, 38, 39, 40, 44 and 49 are only available by mail. You may send your request by sending an email to either James Victor at victorj@tacom.army.mil or Denise Mika at mikad@tacom.army.mil.

If you wish to have the attachments sent via FedEx, please furnish your FedEx account number and indicate which delivery option you wish from the following options (please consult FedEx or your shipping department for the differences).

- Priority Overnight
- Standard Overnight
- First Overnight
- 2Day
- Express Saver
- Saturday Delivery *
- Sunday Delivery *

* Someone must be available to receive shipment on weekends.

Please note that all other attachments can be found at <http://contracting.tacom.army.mil/majorsys/majorsys.htm>

*** END OF NARRATIVE J 001 ***

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	SYSTEM SPECIFICATION TO THE FMTV 2131B	27-NOV-00		
Attachment 002	FMTV TDP	28-NOV-00		
Attachment 003	DRAFT SAMPLE: SIMULATION COMPUTING RESOURCES AGREEMENT	07-SEP-00		
Attachment 004	FMTV COMPETITIVE REBUY M&S EVALUATION DATA REQUIREMENTS	07-SEP-00		
Attachment 005	FMTV COMPETITIVE REBUY WHEELED VEHICLE DATA PACKAGE FOR DYNAMIC M&S	07-SEP-00		
Attachment 006	NRMM DATA SHEETS	07-SEP-00		
Attachment 007	SOLID MODELING REQUIREMENTS	07-SEP-00		
Attachment 008	PAYLOADS/STRUCTURES/TRANSPORTABILITY STRESS ANALYSIS SUPPORTING RATIONALE REPORTS GUIDELINES	07-SEP-00		
Attachment 009	INPUT DATA FOR THE COOLING PERFORMANCE EVALUATION ON THE FMTV RADIATOR	07-SEP-00		
Attachment 010	US ARMY TACOM PROPULSION SYSTEM PERFORMANCE SIMULATION DATA SHEET	07-SEP-00		
Attachment 011	EXAMPLE: M&S MATRIX FOR MAJOR SUBSYSTEMS	07-SEP-00		
Attachment 012	FMTV A1 PVT SYSTEM SUPPORT PACKAGE LIST (SSPL)	01-MAR-99		
Attachment 013	SAFETY ASSESSMENT REPORT FMTV A1	06-AUG-98		
Attachment 014	TRAILER INTERACTIVE ELECTRONIC TECHNICAL MANUAL	12-MAR-00		
Attachment 015	FMTV A1 INTERACTIVE ELECTRONIC TECHNICAL MANUAL			
Attachment 016	FAILURE DEFINITION/SCORING CRITERIA	02-OCT-00		
Attachment 017	FMTV A1 FINAL INSPECTION RECORD (FIR)	13-OCT-99		
Attachment 018	CONTRACTOR PROPOSED CHANGES			
Attachment 019	FMTV LIFE CYCLE COST (LCC) IMPACT OF PROPOSED CONFIGURATION CHANGES ANALYSIS MODEL	28-NOV-00		
Attachment 020	PERCENTAGE BREAKOUT BY VARIANT OF THE EXPECTED FUTURE FMTV FLEET (TO BE USED FOR MODEL SPECIFIC CONFIGURATIUN CHANGE LCC ASSESSMENT)	30-OCT-00		
Attachment 021	FMTV A1 PVT REPORT (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	27-JUN-00		
Attachment 022	FMTV A1 PVT TEST INCIDENT REPORTS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	27-JUN-00		
Attachment 023	FMTV A0 QUANTITATIVE & QUALITATIVE PERSONNEL REQUIREMENTS INTERFACE (QQPRI) (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	03-JUN-00		
Attachment 024	OPERATOR/UNIT/DIRECT SUPPORT COMBINED TRAINING COURSE FMTV A1 NEW EQUIPMENT TRAINING (NET)	01-JUN-00		
Attachment 025	DRAFT CORROSION TEST REPORT (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	22-NOV-00		
Attachment 026	COMPONENT FIRST ARTICLE TEST (CFAT) FOR STANDARD AND LAPES	09-JUN-94		

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 33 of 65
	PIIN/SIIN DAAE07-01-R-S001MOD/AMD	
Name of Offeror or Contractor:		

List of Addenda	Title	Date	Number of Pages	Transmitted By
	CAB (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)			
Attachment 027	HFE/MANPRINT ANALYSIS AND ASSOCIATED DESIGN CHANGES (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	06-OCT-00		
Attachment 028	FMTV A1 NRMM DATA ON THE CARGO TRUCKS, WRECKER, TRACTOR, M871 A2/A3 AND TRAILERS			
Attachment 029	FMTV A1 DADS DATA ON CARGO TRUCKS, WRECKER, TRACTOR, M871 A2/A3 AND TRAILERS			
Attachment 030	FMTV A1 COOLING PERFORMANCE DATA	24-NOV-00		
Attachment 031	FMTV A1 PROPULSION PERFORMANCE DATA	29-NOV-00		
Attachment 032	TRANSPORTABILITY APPROVAL AND MATERIEL RELEASE FOR FMTV A1 SERIES VEHICLES (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	21-APR-00		
Attachment 033	AIR FORCE TRANSPORTATION CERTIFICATION FOR FMTV (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	14-APR-00		
Attachment 034	DA HELO TRANSPORTATION CERTIFICATION FOR FMTV (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	19-MAY-00		
Attachment 035	ARMY TEST EVALUATION FMTV A1 SYSTEMS ASSESSMENT (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-MAY-00		
Attachment 036	MINUTES OF PVT ASSESSMENT CONFERENCE (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	06-NOV-00		
Attachment 037	FMTV LEAF SPRING ANALYSIS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	26-OCT-00		
Attachment 038	PROVISIONING MASTER RECORD DATA, MTV (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)			
Attachment 039	PROVISIONING MASTER RECORD DATA, LMTV (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)			
Attachment 040	FT. LEONARD WOOD DUMP TRUCK TEST REPORT (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)			
Attachment 041	FMTV A1 A CURB AND GROSS VEHICLE WEIGHTS	17-OCT-00		
Attachment 042	GOVERNMENT PERFORMANCE TESTING	17-OCT-00		
Attachment 043	MATRIX OF RFP SECTIONS L, & M (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	30-NOV-00		
Attachment 044	M1078 A0 SOLID MODEL			
Attachment 045	ENGINEERING CHANGE PROPOSAL DD1692,/1,/2	30-NOV-00		
Attachment 046	MODELING AND SIMULATION REQUIREMENTS (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	26-OCT-00		
Attachment 047	SUMMARY OF CHANGES TO 21 JUN 00 EDITION OF THE ATPD 2131B (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	27-NOV-00		
Attachment 048	SUMMARY OF CHANGES TO THE 21 JUN 00 EDITION OF THE TDP (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	15-NOV-00		
Attachment 049	SUMMARY OF REQUIREMENTS NOT MET IN FMTV A1 PVT (PROVIDED FOR INFORMATIONAL PURPOSES ONLY)	01-DEC-00		
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	17-OCT-00		
Exhibit B	DATA ITEM DESCRIPTIONS	05-OCT-00		

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 34 of 65</p>
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (OCT 2000)	OCT/2000
(a)	(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .		
	(2) The small business size standard is -2- .		
	(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.		
(b)	Representations.		
	(1) The offeror represents as part of its offer that it __ is, __ is not a small business concern.		
	(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it _____ is, _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.		
	(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.		
	(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.		
	(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is ____ is, ____ is not a service-disabled veteran-owned small business concern.		
(c)	Definitions. As used in this provision--		
	"Service-disabled veteran-owned small business concern"--		
	(1) Means a small business concern-		
	(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and		
	(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.		
	(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).		
	"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.		
	"Veteran-owned small business concern" means a small business concern-		
	(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and		
	(2) The management and daily business operations of which are controlled by one or more veterans.		
	"Women-owned small business concern," as used in this provision, means a small business concern --		
	(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and		
	(2) Whose management and daily business operations are controlled by one or more women.		
(d)	Notice.		
	(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.		
	(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically		

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 35 of 65</p>
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Name of Offeror or Contractor:

references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

K-3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 36 of 65
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Name of Offeror or Contractor:

K-4 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 37 of 65
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Name of Offeror or Contractor:

- ☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other:
(f) Common parent.
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:
Name: _____
TIN: _____

(End of provision)

K-6 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K-7 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 38 of 65
---------------------------	--	----------------------

Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>			
<hr/>			
<hr/>			
<hr/>			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
(End of provision)

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, MAR/1996
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

 (i) The Offeror and/or any of its Principals--

 (A)() are
 () are not

 presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

 (B)() have
 () have not,

 within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

 (C)() are
 () are not

 presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

 (ii) The Offeror

 () has
 () has not,

 within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 39 of 65
Name of Offeror or Contractor:		

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-10	52.215-6	PLACE OF PERFORMANCE	OCT/1997
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,			
() intends			
() does not intend			
(Check applicable block)			

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
(End of provision)	

K-11	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
The offeror represents that--			
(a) It () has			
() has not			

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It () has
 () has not
filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be

Name of Offeror or Contractor:

obtained before subcontract awards.

(End of provision)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that

APR/1984

(a) It () has developed and has on file,
 () has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

— (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

— (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

— (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

K-14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p align="center">Page 41 of 65</p>
---	--	--

Name of Offeror or Contractor:

virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
- ☐ no

(end of provision)

Name of Offeror or Contractor:

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of
Origin		

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products	Line Item Number	Country of
Origin (If known)		

(End of provision)

K-16 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 43 of 65
Name of Offeror or Contractor:		

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

K-17 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

() Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

() Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-18 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below and the Contracting Officer will request one for you in the event you are awarded a contract as a result of this solicitation.

(end of clause)

K-19 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 44 of 65
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Name of Offeror or Contractor:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER

(End of provision)

K-20 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
 (TACOM)
 (a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as amended by a final EPA ruling in the December 10, 1993 issue of the Federal Register. The listing is reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)
- w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know

Name of Offeror or Contractor:

about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- () have

() have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- () have

() have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001MOD/AMD	Page 46 of 65
--------------------	--	---------------

Name of Offeror or Contractor:

suitable substitutes in lieu of CIODS.

K-2152.245-4004REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USEJAN/1991

(TACOM)

The offeror represents that there:

() is

() is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

() will

() will not

() may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 47 of 65
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	DEC/1999
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-9	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation
(End of provision)

L-10 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command		HQ, Army Materiel Command
ATTN: AMSTA-AQ, Protest Coordinator	or	Office of Command Counsel
Warren, MI 48397-5000		ATTN: AMCCC-PL
		5001 Eisenhower Avenue
		Alexandria, VA 22333-0001
		Facsimile number (703) 617-5680/617-4999
		Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-11	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	MAY/2000
	(TACOM)		

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 48 of 65</p>
--	--	---

Name of Offeror or Contractor:

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE07-01-R-S001 MOD/AMD </p>	<p style="text-align: center;">Page 49 of 65</p>
--	--	---

Name of Offeror or Contractor:

calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

L-12 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
 (TACOM) (NEGOTIATED)

a. We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

b. Definitions:

1. "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

2. "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

3. "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

4. "Remanufactured" means factory rebuilt to original specifications.

5. "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

6. "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

c. Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

d. Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

1. A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

2. A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 50 of 65</p>
--	--	---

Name of Offeror or Contractor:

3. A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

e. If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

(end of clause)

L-13 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES SEP/1999
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-CM-CDD
East 11 Mile Road
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

L-14 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 51 of 65</p>
--	--	---

Name of Offeror or Contractor:

- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

L-15 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:
www.amc.army.mil/amc/command_counsel/protest/protest.html

L.1 Proposal Instructions and Content

L.1.1 Proposal Submission. The proposal shall be submitted in the formats and quantities set forth below. Section M sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard). All proposals shall be in US dollars. In preparing proposals, the Offeror shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section M. Where a proposal would become duplicative of a

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 52 of 65
---------------------------	--	----------------------

Name of Offeror or Contractor:

response already given, it shall reference by paragraph number and not restate the same information within that volume. Each section of the proposal shall be separable to facilitate review by the Government. Offers shall be submitted in the following types and quantities:

Volume Number	Title	Paper Copies	Electronic Copies
1	Executive Summary	20	3
2	Life Cycle Cost Area	4	3
3	Technical and Logistics Area which consists of two sub-volumes with corresponding sections: 1) Technical Risk and 2) Integrated Logistics Support Impacts	10	3
4	Past Performance/Small Business Area	4	3
5	Contract Price Area	4	4*
6	Production Capability Area	3	3
7	Proposed Terms and Conditions	4	3

* One electronic copy of Volume 4 shall be provided to the Offeror's cognizant DCMA Office (4 total).

L.1.2 Proposal Evaluation. The Offeror's proposal/offer as required by this Section shall be evaluated, as set forth in Section M of this Solicitation. Offerors will be advised in advance of any Government plans to utilize non-Government consultants. If access to any proprietary material from an Offeror's proposal needs to be provided to a non-Government consultant, the Offeror's specific approval to provide such access must be received before access may be provided so as to comply with 18USC1905.

L.1.3 Electronic Offers.

L.1.3.1 Offerors must submit an electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files using these Microsoft 97 Office Products (TACOM can currently read Office 97 and lower): Word, Excel, PowerPoint or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

(iv) Other electronic formats. Before preparing the offer in any other electronic format, the Offeror shall e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of the offer. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files.

L.1.3.2 Acceptable Media. The Offeror must submit the electronic copies of the offer via 100 MEGABYTE ZIP-Disk or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the Offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1, found within the provision "Instructions to Offerors-Competitive Acquisition", listed in Section L. The Offeror's attention is also called to the entirety of that provision-all contained therein is applicable to paperless electronic offers. In the event of

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 53 of 65</p>
--	--	---

Name of Offeror or Contractor:

multiple submitted offers, place each offer/submission on its own disk(s) (one offer can comprise multiple disks). The Offeror shall submit only one offer/submission per envelope.

L.1.3.3. Lateness. The lateness rules for submitted disks are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition", listed in Section L of this solicitation.

L.1.3.4. Security Note. If the Offeror chooses to password protect access to the offer, the Offeror must provide the Password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

L.1.3.5 Electronic Offers must include, as a minimum:

a. The SF33 "Solicitation, Offer and Award" filled out. SIGNATURE: The SF33 must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph L.1.3.2 above, adding the name and title of the signer authorizing the Offeror's company, company name, and then sign the LABEL itself.

b. All applicable fill-in provisions from Sections A, B, F and K of this solicitation. The Offeror may find Word versions of Section K provisions requiring the Offeror fill-in on the TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). The Offeror can fill them in and attach them to the offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point Origin, TACOM Clause 52.246-4028. All applicable fill-ins must be completed and submitted by the Offeror.

c. A statement of agreement to all the terms, conditions and provisions of this solicitation.

d. Any other information required by the solicitation.

e. A Subcontracting Plan IAW FAR 52.219-9 "Small Business Subcontracting Plan".

L.1.3.6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

L.1.3.7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.3.6. above.

L.1.4 Proposal Volumes. The proposal shall be submitted in seven separate volumes/electronic folders. The volumes/electronic folders shall be: 1) Executive Summary, 2) Life Cycle Cost Area, 3) Technical and Logistics Area, 4) Past Performance/Small Business Area, 5) Contract Price Area, 6) Production Area, and 7) Proposed Terms and Conditions. The proposal text shall be no smaller than 12 point, Arial font. Charts supporting the proposal shall use a font size no smaller than 10 point, Arial font. Each page shall be numbered and an index shall be provided with each section of each volume with references to page numbers. Each volume shall be separable and able to stand alone for evaluation purposes. For the Contract Price Volume, spreadsheets should be in Excel or Excel readable format.

L.1.4.1 Paper Copies. Paper copies of each separate volume shall be provided, clearly labeled and in a separate binder. The paper copy shall be identical to the electronic proposal submission. Each page shall identify the appropriate Volume/Folder and be numbered. With the exception of drawings, paper pages shall be on standard 8.5" x 11" paper except for single foldout pages (up to 17" x 11" allowed). An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted in electronic format. Specific formats and media of supporting data should be checked with the Government prior to submission to insure compatibility. IN THE EVENT OF A DIFFERENCE, THE PAPER VERSION SHALL TAKE PRECEDENCE OVER THE ELECTRONIC VERSION OF THE OFFER.

L.1.5 Contractor Proposed Changes (Attachment 18). The first three volumes of the proposal (Executive Summary, LCC Area, Technical & Logistics Area) constitute the Contractor Proposed Changes and will become Attachment 18 upon contract award.

L.1.6 Each volume shall include separate sections as structured below.

L.2 Volume 1 - Executive Summary. This volume is subdivided into four sections: 1) Engineering Change Proposal Matrix, 2) System Impact of Proposed Changes, 3) Level 4 Work Breakdown Schedule, and 4) Engineering Change Proposal Forms. The Offeror shall provide a summary all of their proposed changes to the Government FMTV A1 baseline configuration (C.3.1.1) that they wish to incorporate in their Contractor's baseline configuration (C.3.1.2.2). Attachment 18, Contractor Proposed Changes, contains an outline for this volume, which is summarized below.

L.2.1 Section 1 - Engineering Change Proposal (ECP) Matrix. The Offeror shall supply an ECP matrix, which provides a listing of all the proposed ECPs by unique identification number, the title of the change, and references to the Government FMTV A1 baseline configuration (example in Attachment 18).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 54 of 65
	PIIN/SIIN DAAE07-01-R-S001	MOD/AMD
Name of Offeror or Contractor:		

L.2.2 Section 2 - System Impact of Proposed Changes. Within this section, the Offeror must address the net system performance differences of their vehicle configuration as compared to the Government FMTV A1 baseline configuration (C.3.1.1). The discussion should be of a general nature, identifying and describing the sub-system changes and any impact(s) to Life Cycle cost, performance, and Integrated Logistics Support (ILS). The Offeror shall also summarize the predicted system reliability by providing the predicted RAM-D data for the various vehicle variants of this Proposal (variants listed in Attachment 20 plus the LMTV and MTV trailers). The Offeror shall also supply a written matrix for the system and the major subsystems (example in Attachment 11) to serve as a thumbnail sketch of where the Offeror addresses various changes in the proposal.

L.2.3 Section 3 - Level 4 Work Breakdown Schedule. The Offeror shall expand the Surface Vehicles Work Breakdown Structure (WBS), Military Handbook 881, Annex G for Primary and Secondary vehicle(s) to at least a level 4 (Offeror's proposed WBS structure). A copy of the Handbook 881 can be accessed on-line at http://www.acq.osd.mil/pm/newpolicy/wbs/mil_hdbk_881/apdx_e-h.htm#g.

L.2.4 Section 4 - Engineering Change Proposal Forms. This section contains all of the proposed ECPs (IAW Attachment 45) without supporting documentation. These forms, contractor format permitted, shall be in order of section 2, ECP matrix (L.2.3). The Offeror shall fill out the Engineering Change Proposal (ECP) forms (Attachment 45) or equivalent Offeror's format for all the proposed changes. If Offeror format is used, it should provide all the information for the changes, with the same block numbers and nomenclature. Instructions for filling out the form are given in Attachment 45. While these are the Offeror's proposed changes, the documentation should be of sufficient quality and substance to fully describe the change and its impacts on part and system level and overall impact on the vehicle to meet the requirements listed in Section C. Changes shall reference supporting material, back-up rationale, assumptions, and design methodology included in Volumes 2 & 3, which are sufficient to allow a technical review and validation.

L.3 Volume 2 - Life Cycle Cost (LCC) Area. This volume provides all of the required supporting documentation for Life Cycle Costs, Block 40i of the ECP (Attachment 45). The Offeror must clearly identify the LCC impact of each proposed change to the FMTV A1 baseline configuration. The LCC is all costs incurred during the total life (estimated 20-year life for each vehicle), from project initiation through termination. Included are costs for research and development, production (including Federal Retail Excise Tax (FRET)), military construction, deployment, and operating and support (maintenance, manuals, Petroleum-Oil-Lubricants, spare and repair parts (including obsolescence), training of operators and maintainers, transportation, other crew-related expenses, etc.).

L.3.1 Life Cycle Cost Information. For any proposed changes to the FMTV A1 baseline configuration, the Offeror shall provide the following information listed below for both the proposed change and the configuration in the FMTV A1 baseline. Potential sources that could be used by Offerors to help estimate A1 baseline component data include: 1) the Provisioning Master Record (PMR), 2) the Fielded Vehicle Performance Data System (FVPDS) and 3) the Operating and Support Management Information System (OSMIS). Where FMTV A1 baseline data is not available, each Offeror may have to apply its knowledge of tactical vehicles and engineering principles to estimate factors for both the A1 baseline and its proposed changes. The Government will enter the information into a life cycle cost model (Attachment 19) for use in proposal evaluation as described in Section M.3.3.1. All costs should be expressed in FY01 constant dollars (i.e. reflect current purchasing power).

- a. Configuration change identification number from Block 8d of the ECP (Attachment 45).
- b. Unit procurement cost of the affected components. When developing unit procurement estimates for affected components, use the guidance provided for developing vehicle production unit prices (described in L.6.4). There should be a common pricing basis between the affected component procurement costs and the vehicle production unit price data. The unit procurement cost of the affected components should include the assembly line labor to install the relevant components in the vehicle. This unit cost should also include a pro rata share of all relevant non-recurring costs based on the assumed procurement quantities. Assume the annual procurement quantities for FY03-07 (subject to budgetary constraints) to be:

	FY03	FY04	FY05	FY06	FY07
LMTV Trucks	158	1,176	689	832	869
MTV Trucks	718	1,435	1,292	1,540	1,704
LMTV Trailers	135	360	904	905	905
MTV Trailers	45	135	228	227	227

For FY08 through FY22, assume the annual procurement quantities to be:

LMTV Trucks	1,450
MTV Trucks	1,950
LMTV Trailers	100
MTV Trailers	300

- c. Unit cost of replenishment components (to replace failed and discarded components during the operating life of each vehicle).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 55 of 65
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Name of Offeror or Contractor:

- d. Total quantity of the affected components per vehicle (if it varies by variant, provide breakout by variant).
- e. Failure Rate (average probability of failure in 20,000 miles or 1,000 operating hours, whichever is more appropriate) for each affected component expressed on a per component basis.
- f. Average man-hours to remove and replace the component(s).
- g. Average man-hours to repair, including time to remove and replace the component(s) on the vehicle (if a component is a non-reparable, throwaway item such as a filter, indicate not applicable).
- h. Average material/parts cost to repair (if applicable).
- i. Washout rate (probability that a failed component will not be economically reparable and therefore, be discarded upon failure).
- j. Estimated cost to revise technical manuals including IETMs.
- k. Estimated increase or decrease in vehicle curb weight in pounds (if it varies by variant, so indicate).
- l. Estimated increase or decrease in fuel consumption in gallons per mile (if it varies by variant, so indicate).
- m. Any other life cycle cost impacts relevant to the configuration change.
- n. Basis of LCC Estimates. The Offeror shall provide all their relevant assumptions, supporting methodology, and databases utilized in developing their LCC data. Supporting documentation should be submitted at the configuration change level for both the proposed change and the Government FMTV A1 baseline configuration. If specific elements of LCC documentation apply to all configuration changes, they do not need to be submitted with each specific configuration change. The specific LCC documentation should be identified and referenced with text such as: "applicable to all configuration changes" or "applicable to configuration changes 1-3 only." If a change impacts only the LMTV or MTV Trailer, or only specific truck variants (listed in Attachment 20), the Offeror shall specify the truck and/or trailer variants to which the change applies. The percentage breakout by variant of the expected future FMTV truck requirements (Attachment 20) may assist Offerors in assessing the LCC impact of potential configuration changes.

L.4 Volume 3 - Technical and Logistics Area. This volume provides all of the required supporting documentation for the proposed ECPs (L.2.4) in two sub-volumes, Element 1 - Technical, and Element 2 - ILS Impacts. Supporting documentation can consist of items such as the following:

- a. Drawings
- b. Sketches
- c. Parts lists
- d. Questionnaires
- e. Technical trade studies
- f. Computer animation (coordinate with the Government on specific formats if different from the modeling and simulation requirements)
- g. Engineering analysis
- h. Government or commercial test data/certifications
- i. Offeror modeling and simulation results
- j. RAM-D analysis and predictions
- k. Draft Item Performance Specifications (IPS)
- l. Draft Interface Control Documents (ICDs)
- m. Applicable commercial/industry/recognized societies' standards
- n. Specifications
- o. Specification sheets
- p. Commercial literature
- q. Sales brochures
- r. Vehicle/assembly/component characteristics sheets
- s. Compatibility studies with the FMTV A1 fleet
- t. Producibility of all the Offeror parts/changed parts, and system/s
- u. Solid models
- v. Common Fleet Integration Design Practices including but not limited to:
 - 1) Future upgrades, improvements, and other commercially competitive products that could potentially be inserted into the configuration based on the Offeror's common fleet integration design practices
 - 2) Common commercial standards utilized for the hardware/design
 - 3) Tooling, proprietary process, and proprietary data necessary for producing the item

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 56 of 65</p>
--	--	---

Name of Offeror or Contractor:

- 4) Potential competitive sources for the item
- 5) Potential access and availability of the item to alternate vendors
- 6) Types of adapter/interface kits that may be required to adapt alternate hardware to the configuration
- 7) Potential modification procedures, equipment and facilities necessary to install the Offeror's hardware onto FMTV A1 vehicle
- 8) Potential future growth opportunities for the hardware/design and ease of retrofit into the Offeror's architecture

w. Analysis of other test criteria the Government should examine during test so that the Government can fully examine the Offeror's design beyond the testing and modeling/simulation currently described in Sections C.

L.4.1 Element 1 - Technical Risk. In this sub-volume, the Offeror shall submit all pertinent supporting information and data to the proposed ECPs (L.2.4) necessary for comparison of the Offeror's system performance with the requirements of Section C. The Offeror's technical information shall be used to assess the suitability and technical risk of the Offeror's proposal to meet the requirements of the vehicle's performance and design. Overall, the Offeror's discussions should demonstrate a comprehensive understanding of truck design methods and concerns that will ensure performance specification compliance. The Technical Risk Element includes two factors: 1) Demonstrated Reliability, and 2) System Impact of Offeror's Proposed Changes.

L.4.1.1 Factor 1. Demonstrated Reliability. The Offeror shall provide IAW Attachment 45 the current RAM-D data for all the components and subsystems that are needed for their changes (ECP form, block 39 c). This data could be independent test data, current Offeror data, or estimated reliability data. For changes where current RAM-D data is not available, the Offeror shall provide the predicted RAM-D data with all the details for technical evaluation. The Offeror shall also provide the predicted RAM-D data for the various vehicle variants of this Proposal in the Volume 1 Executive Summary (L.2.1). The existing RAM-D requirements for the Government FMTV A1 baseline configuration are listed in the TDP and the System Specification, ATPD 2131B.

L.4.1.2 Factor 2. System Impact of Offeror's Proposed changes. The Offeror must address the net system performance differences of their vehicle configuration as compared to the Government FMTV A1 baseline in the Volume 1 Executive Summary (L.2.1). For each proposed ECP (L.2.4) the Offeror will address the system impact of each change in blocks 19, 20, 28-31 and 33 of the ECP (Attachment 45). The discussions should be of a specific nature, identifying and describing all the changes to provide this difference in performance.

L.4.1.3 Modeling and Simulation Modeling and Simulation will be used to both assist the Offeror in preparing a proposal and support the Government's evaluation of the Offeror's proposed ECPs. Attachment 46 is provided to illustrate the Modeling and Simulation requirements and schedule.

L.4.1.3.1 Modeling and Simulation Input Requirements. The Offeror shall submit modeling and simulation data of their proposed M1078A1, M1083A1 and M1088A1 vehicles as part of Volume 3, for evaluation of FMTV A1 requirements listed in Attachment 4. The items required to support this analysis and the format for the Offeror's input are described in Attachments 5, 6, 8, 9, 10 and 11.

L.4.1.3.2 Optional Modeling and Simulation Development. After RFP release, and prior to proposal submission, the Government will allow the Offerors:

- 1) Up to 3 DADS and NRMM simulation results on Government Computing Resources for the M1078A1 at Gross Vehicle Weight (GVW) and/or Gross Combined Weight (GCW) as defined in the vehicle specification.
- 2) Up to 3 DADS and NRMM simulation results on Government Computing Resources for the M1083A1 at GVW and/or GCW.
- 3) Up to 3 DADS simulation results on Government Computing Resources for the M1088A1 while towing a payloaded and/or non-payloaded M871A2 flatbed trailer.

The Government definition of the word "results" is provided in Section C.7.1.1. The pre-proposal simulation support will consist of the interested bidding contractors submitting their vehicle data sheets (DADS using Attachment 5, NRMM using Attachment 6) to the Government prior to proposal submission. The Government will develop the models with this data. The Government will perform a simulation, similar to that used during the Government's proposal evaluation, and provide the output to the Offeror. This effort will benefit the Government by allowing receipt of the model data ahead of the proposal submission and providing the best use of Government proposal evaluation time to perform analysis and evaluation of the Offerors' configurations against the requirements. The benefit to the Offerors is that they could, using the output of the Government simulations, modify their designs to better meet the system requirements, potentially resulting in the Government acquiring better trucks. In order to take advantage of this Government offering, an Offeror must:

- a. Enter into a Computer Resource Partnering Agreement with the Government similar to that described in Section C.7.2.
- b. Provide the data outlined in Attachment 5 for the DADS and Attachment 6 for the NRMM simulation.

L.4.1.3.3 Modeling Data Security. The Government will establish partitions between competing Offeror models and data in order to prevent unauthorized dissemination or exchange of any competition sensitive, source-selection, or proprietary information, or for the premature or unilateral release of acquisition-related information. The Government acknowledges that the data provided by the Offerors and the modeling and simulation data results are "Competition Sensitive - Business Confidential" and therefore exempt

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p align="right">Page 57 of 65</p>
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Name of Offeror or Contractor:

from the release under the Freedom of Information Act (FOIA).

L.4.2 Element 2 - Integrated Logistic Support (ILS) Impacts. In this sub-volume, the Offeror shall provide sufficient supporting documentation and data for the ILS impacts of their vehicle's configuration submitted in the proposed ECPs (L.2.4) to enable the assessment of the Offeror's system ILS requirements against the Government FMTV A1 Baseline Configuration requirements (Section C). The Offeror's ILS information will be used to assess the suitability and risk of the Offeror's proposal to meet the support requirements of the vehicles. Overall, the Offeror should demonstrate a comprehensive understanding of Army materiel and truck support methods and concerns that will ensure the system will be fully supported in the field.

L.4.2.1 Factor 1. Commonality - The Offeror shall provide information IAW Attachment 45, Block 30, Configuration Items Affected. The Offeror shall demonstrate that their configuration changes strive to meet the Common Fleet Integration Design Practices, while still being downward compatible with the FMTV A1 fleet to the maximum extent practical. The Offeror should address where applicable:

- 1) Commonality between variants (FMTV A1 TDP, Attachments 15, 16)
- 2) Downward compatibility to the FMTV A1 (FMTV A1 TDP, Attachments 15, 16)

L.4.2.2 Factor 2 - Integrated Logistics Support Analysis. The offeror shall provide information IAW Attachment 45, Block 38, Effect on Integrated Logistics Support (ILS) Elements, Block 39, Effect on Operational Employment and should address where applicable:

- 1) Spares and Repair Parts (Attachments 15, 38, 39 and C.6.9)
- 2) Tech Manuals/IETMs (Attachments 15, 16, and C.6.11)
- 3) Support Equipment (C.6.4.2)
- 4) Operator Training (Attachment 24, and C.6.15.1)
- 5) Operator Training Equipment (Attachment 24)
- 6) Maintenance Training (Attachment 24)
- 7) Maintenance Training Equipment (Attachment 24)
- 8) Software/Code Availability/Compatibility (Attachment 15)
- 9) Tools (Attachments 15, 16, and C.6.10)
- 10) Special Purpose Kit Interface (Attachments 15, 16)
- 11) Safety (C.9, C.10)
- 12) Operating Procedures (Attachment 15, 16)
- 13) Human Factors/MANPRINT Engineering

L.5 Volume 4 - Past Performance/Small Business Area. This volume shall be broken into two sub-volumes: 1) Past Performance and 2) Small Business/Small Disadvantaged Business Plan. The specific input required is described below.

L.5.1 Element 1 - Past Performance. Within this sub-volume, the Offeror shall provide information for the Offeror's recent and relevant contracts, including Federal, State, and local government and private industry contracts and those of their proposed significant subcontractors whose effort is 10% (percent) of the proposed combined total for the Phases I and II contract dollars. Recent contracts are those with any performance taking place within the three (3) years previous to the date this solicitation was issued. Relevant contracts are those that are similar in scope (products and/or processes) to the requirements of this solicitation. For each of the Offeror's recent and relevant past contracts, provide the following information:

- a. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation. Detail why or how the Offeror considers the effort on the contract to be relevant or similar to the effort required by this solicitation.
- b. The Offeror's (and any significant subcontractor's) Contractor and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) numbers.
- c. Government or commercial contracting activity address, e-mail and telephone number.
- d. Procuring Contracting Officer's (PCO) name, e-mail and telephone number.
- e. Government or commercial contracting activity technical representative, or Contracting Officer's Representative (COR), e-mail and telephone number.
- f. Government or commercial contracting activity, and the name, e-mail and telephone number of the Administrative Contracting Officer (ACO).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 58 of 65
Name of Offeror or Contractor:		

- g. Contract number.
- h. Contract type.
- i. Award price/cost.
- j. Final, or projected final, price/cost.
- k. Original delivery schedule.
- l. Final, or projected final, delivery schedule.
- m. Description of objectives achieved to date on the contract. For any contracts which did not/do not meet original requirements with regard to cost or schedule or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. For Government contracts, the Offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and a description of any corrective action taken by the Offeror or proposed significant subcontractor.

L.5.1.1 Cancellations and Terminations. Identify any recent contracts during the past three (3) years, which have been terminated (in whole or in part), for default, or for any reason. Include those currently in the process of termination as well as those that are not similar to the proposed effort. Include prime contracts, contracts under which the Offeror was a subcontractor and any of the Offeror's subcontractors' contracts. Provide the information requested in paragraph L.5.1 above for any of these contracts. If there were no cancellations or terminations, please state that.

L.5.1.2 Corporate Entities. If any contract listed in L.5.1 was performed by a corporate entity or division other than the corporate entity or division that will perform work under this Request for Proposal, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity.

L.5.1.3 Key Personnel. If the Offeror has limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who has had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts of a previous employer, the Government may consider this experience in its evaluation of performance risk. In order for the Government to consider such experience, please identify these key personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current requirement. Also provide similar information to that identified in L.5.1 for those contracts that these key personnel were involved in with those previous employers.

L.5.1.4 Predecessor Companies. Likewise, if the Offeror or a significant subcontractor only has relevant and recent performance history as a part of a predecessor company, the Government may consider that past performance in its evaluation of performance risk. Please provide the information identified in L.5.1 through L.5.1.3 for those recent, relevant contracts of that predecessor company.

L.5.1.5 The Government may use data the Offeror provides and data the Government gathers from other sources to evaluate past performance. Since the Government may not interview all the sources the Offeror provides, it is incumbent upon the Offeror to explain all the data they provide. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offeror. The Government may assign a "higher risk" rating to the Offeror's proposal, or reject the Offeror's proposal if it does not contain the information requested.

L.5.2 Element 2 - Small Business, Small Disadvantage Business Plan. Offerors are to identify the extent to which small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) Historically Underutilized Business Zone Small Businesses (HUBZone SBs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the Offeror's own participation as a SB, SDB, WOSB, HBCU/MI or HUBZone SBs is to be identified, and will be considered in evaluating small business participation.

L.5.2.1 The Offeror is to address the following factors in detail.

- a. All Offerors are to provide:
 - (1) the names of SBs, SDBs, WOSBs, HBCU/MIs or HUBZone SBs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 59 of 65</p>
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Name of Offeror or Contractor:

dollars of such work;

- (2) a description of the Offeror's performance, over the past three (3) calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

b. Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses that have never held a contract incorporating 52-219.9 shall so state.

L.6 Volume 5 - Contract Price Area. The Contract Price volume includes two parts: 1) Element 1 - Phase I Competitive Evaluation Price, and 2) Element 2 - Phase II Production Price Estimate. The Element 1 - Phase I Competitive Evaluation price will be evaluated for reasonableness and risk. The Element 2 - Phase II Production Price Estimate will be evaluated for realism and consistency with the Offeror's technical and production approach, and historical data and experience available from Government sources. The Production Price Estimate will be used in the determination of the overall Best Value to the Government for this contract.

L.6.1 The Contract Price volume shall include data to support the realism, reasonableness and risk of the proposed amounts. The evaluation of realism, reasonableness and risk seeks to determine whether the proposed amounts accurately reflect the estimated price for the Offeror's specific technical approach. The most important aspects of the contract price proposal shall include the following:

a. The proposed price to the Government must reflect the use of prudent judgement and sound business practice. Sound business practice includes compliance with governing regulations about estimating and accounting for costs.

b. The Contract Price Volume must also be consistent with the Offeror's Technical and Logistics Volume. The consistency between the Offeror's Contract Price and Technical and Logistics volumes reflects on the Offeror's understanding of the work required and on the Offeror's ability to perform the effort required by the scope of work for the amount proposed. Any significant inconsistency, if unexplained, raises a fundamental question as to the Offeror's inherent understanding of the work required and as to their ability to perform the contract.

L.6.2 Proposal Structure. The instructions that follow are not intended to be restrictive or all-inclusive. Offerors may submit any other price and financial information they consider to be helpful in the evaluation of the price proposal. The Government will use many resources in the evaluation of the price proposal. The Government reserves the right to request more detailed information.

L.6.2.1 Printed Submission. The Offeror's name, solicitation number, and date of the submission shall appear on each page of each table in the Contract Price Volume. If a table requires more than one page, each page of the table shall include the column and row titles. All prices shall be stated in U.S. dollars only, including costs for the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the Offeror shall state the exchange rate being used to convert this currency to U.S. dollars.

L.6.2.2 Contingencies/Adjustments. The Offeror shall identify the nature and amount of any contingencies or any upward/downward adjustments and the rationale for the adjustment.

L.6.3 Element 1 - Phase I Competitive Evaluation Price. The Offeror is required to submit limited pricing support data to support the proposed amount. Failure to submit a proposal in accordance with the instructions that follow may result in rejection of the proposal. The price proposal should also include a top level spreadsheet for the entire element summarizing the categories listed below. In addition, provide spreadsheets by Government Fiscal Year (1 Oct-30 Sep) to include the following elements:

L.6.3.1 Direct Labor. Direct labor hours and dollar value, by skill level or department.

L.6.3.2 Direct Material. Bill of materials for items >\$1,000 per vehicle.

L.6.3.3 Other Direct Costs. Provide a list of any significant other direct costs expected to be incurred. The Offeror shall state the fully-loaded costs for each category of Other Direct Cost.

L.6.3.4 Major Subcontractor (>\$1,000,000). Provide same data as for the Prime Offeror (excludes commercial or competitive items).

L.6.3.5 Interdivisional Transfers. Provide same data as for the Prime Offeror (excludes commercial or competitive transfers).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 60 of 65
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Name of Offeror or Contractor:

L.6.3.6 Indirect Costs. Indirect costs include: labor overhead, material overhead, and G&A amount(s) and rate(s) proposed. Also, provide historical rate(s) for Offeror prior FY and year-to-date for the Offeror current FY.

L.6.3.7 Basis of Estimate for all Direct costs traceable to the above required spreadsheets.

L.6.4 Element 2 - Phase II Production Contract Price. The Offeror shall provide a vehicle unit price estimate for each of the variants shown in each of the three procurement schedules listed below using a multiyear contract scenario. The variant mix in these schedules does not represent the intended mix for any future FMTV contract. It is a simplified mix for analytical purposes only. Federal Retail Excise Tax (FRET) should not be included in the production price estimates. The price estimates should include the cost for application of the three-color camouflage paint pattern and a 25-mile road test on each vehicle. The vehicle price estimates should include costs for program support. Program support is defined as all contractor support necessary for production and delivery of vehicles including Engineering Support In Production (ESIP). It does not include test support. The Offeror shall base the vehicle price estimates on that contractor's baseline configuration, which includes all changes that the Offeror is proposing to the Government FMTV A1 baseline configuration. The price for vehicles shall also include all costs for support and data requirements, i.e., normal production CDRLs and reports. All price estimates for the production phase shall be stated in Fiscal Year 2001 constant dollars, i.e. reflecting the purchasing power of a dollar between October 2000 and September 2001.

In addition to the estimated unit prices, provide a spreadsheet applying the unit prices to the quantities in the format shown below.

The following fiscal year procurement schedules show vehicle quantities by the fiscal year of funding which would be applied to each year of the multiyear procurement (subject to budgetary constraints). For the purposes of these price estimates, assume that the vehicles funded in one fiscal year are actually produced in the following fiscal year, i.e. the FY03 vehicles are produced in FY04.

VEHICLE VARIANT	FY03	FY04	FY05	FY06	FY07	TOTAL
<u>HIGH:</u>						
LMTV Cargo w/o winch	158	1,176	689	832	869	3,724
MTV Cargo w/o winch	542	1,034	846	964	1,078	4,464
MTV Tractor w/o winch	158	347	387	504	527	1,923
MTV Wrecker	18	54	59	72	99	302
MTV Trailer	180	495	1,132	1,132	1,132	4,071
TOTAL HIGH	1,056	3,106	3,113	3,504	3,705	14,484
<u>MEDIUM:</u>						
LMTV Cargo w/o winch	123	915	536	647	676	2,897
MTV Cargo w/o winch	422	804	658	750	838	3,472
MTV Tractor w/o winch	123	270	301	392	410	1,496
MTV Wrecker	14	42	46	56	77	235
MTV Trailer	140	385	881	881	881	3,168
TOTAL MEDIUM	822	2,416	2,422	2,726	2,882	11,268
<u>LOW:</u>						
LMTV Cargo w/o winch	88	654	383	462	483	2,070
MTV Cargo w/o winch	301	574	470	536	599	2,480
MTV Tractor w/o winch	88	193	215	280	293	1,069

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 61 of 65
	PIIN/SIIN	DAAE07-01-R-S001 MOD/AMD	
Name of Offeror or Contractor:			

MTV Wrecker	10	30	33	40	55	168
MTV Trailer	100	275	629	629	629	2,262
TOTAL LOW	587	1,726	1,730	1,947	2,059	8,049

The Government may request detailed support if the Offeror estimated unit prices appear to be inconsistent with historical and/or other current Government information.

L.7 Volume 6 - Production Capability Area. This volume shall discuss the various production methods and systems that the Offeror intends to apply in the performance of the Phase I Competitive Evaluation Phase and during the FMTV Phase II Competitive Rebuy production contract.

L.7.1 Element 1 - Phase I Competitive Evaluation Phase. The Offeror shall provide a plan that describes: 1) Integration Facility - the Government will evaluate the Offeror's plan to store and modify the Government Furnished FMTV Als, and 2) Producibility Program - the Government will evaluate the contractors Producibility Program to ensure the proposed changes can be economically produced, inspected, and tested in sufficient quantity to meet the Production Phase production requirements.

L.7.2 Element 2 - Phase II Production Plan for the Competitive Rebuy Phase II Production. This section shall discuss the Manufacturing Plan, Facilities, Equipment and that will be used to meet the Production Phase production requirements that are identified in L.3.1 of this solicitation to ensure a timely production schedule.

L.7.2.1 Manufacturing Plan. The Offeror shall provide a detailed production facility layout drawing that identifies the progressive physical flow of hardware within the Offeror's proposed production site. The layout shall detail the flow process from the point of material receipt and storage, through component assembly, vehicle assembly, paint, test, prep and ship. The Offeror shall also describe any in-house manufacturing that is planned to support the FMTV production phase. The Offeror's layout shall identify the location of all required production equipment and ancillary support equipment (forklifts, cranes, etc.) which are required to support the proposed production approach.

L.7.2.2 Facilities. The Offeror shall describe the facility/facilities proposed for use in the FMTV production phase. The Offeror shall provide the dimensional size (sq. ft.) of all structures, storage areas, lots, test facilities and open areas at the site. The Offeror shall identify all public utilities required and currently available at each location and the proximity of the site to highway and rail capabilities. The Offeror shall provide a milestone schedule for any new facility construction and identify the size and capacity for the new facility.

L.7.2.3 Equipment. The Offeror shall identify and milestone the availability of all key equipment items required to accomplish production. The Offeror shall categorize the equipment in accordance with proposed use, identify the source for the equipment and the proposed availability dates.

L.8 Volume 7 - Proposed Terms and Conditions

L.8.1 The Offeror shall provide signed SF 33 "Solicitation, Offer and Award".

L.8.2 All applicable fill-in provisions from Sections A, B, F and K of this solicitation. Also, Section E provisions filled in (if applicable): Inspection Point Origin, TACOM Clause 52.246-4028.

L.8.3 The Offeror shall include a completed Section B with this volume.

L.8.4 The Offeror shall submit a Subcontracting Plan IAW the Contract Clause entitled "Small Business Subcontracting Plan FAR 52.219-9 (Oct, 1999)".

L.8.5 Any other information required by the solicitation.

L.8.6 A statement of agreement to all the terms, conditions and provisions of this solicitation.

*** END OF NARRATIVE L 001 ***

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p align="center">Page 62 of 65</p>
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	NOV/1993
(a)	We'll award a contract to the offeror that: <ol style="list-style-type: none"> submits the lowest evaluated bid or offer, <u>and</u> submits a bid or proposal that meets all the material requirements of this solicitation, <u>and</u> meets all the responsibility criteria at FAR 9.104. 		
(b)	To make sure that you meet the responsibility criteria at FAR 9.104 we may: <ol style="list-style-type: none"> arrange a visit to your plant and perform a preaward survey; ask you to provide financial, technical, production, or managerial background information. 		
(c)	If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.		
(d)	If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.		

M.1 General. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, and the evaluation will be applied in a similar manner.

M.2 Determination of Responsibility. It is Department of Defense policy (FAR 9.103) that contracts will be placed only with responsible contractors, that is, those contractors who can satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Offeror shall demonstrate financial and management capabilities to meet the Government's requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Government's requirements as set forth in this RFP. The Government reserves the right to conduct a pre-award survey on any or all of the Offerors. The purpose of the survey is to assess the responsibility of the Offeror's organization.

M.3 Source Selection Process. A Source Selection Evaluation Board (SSEB) has been established by the government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the paragraph M.3.3, Evaluation Criteria, for this solicitation.

M.3.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the offeror(s) for contract award(s).

M.3.2 Evaluation Methodology. The proposals submitted shall be assessed against the stated requirements in this solicitation along with Sections L and M. However, any proposal which is unrealistic in terms of technical or schedule commitments, or is unrealistically high or low in price, may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risks of the Government's requirements as set forth in this solicitation, and may be grounds for rejection of the proposal. It may be necessary, for evaluation purposes, for the Government to exercise its discretion and adjust the Offeror's price figures in order to ensure price realism (See paragraph M.3.3.4). Proposals which merely offer to perform work in accordance with the solicitation, or which fail to present more than a statement indicating their capability of compliance with the requirements of the solicitation without detailed elaboration and support, shall be deemed to be unacceptable and shall not be considered further. Furthermore, any significant inconsistency between the proposed performance and price, if unexplained, may be grounds for rejections of a proposal due to an Offeror's inherent misunderstanding of the work required or its inability to perform any resultant contract.

M.3.3 Evaluation Criteria. The evaluation shall be conducted on the following five evaluation areas:

- a. Life Cycle Cost
- b. Technical and Logistics
- c. Past Performance/Small Business
- d. Contract Price
- e. Production Capability

The Life Cycle Cost Area (LCC) and Technical and Logistics Area are equal in importance. The LCC Area and Technical/Logistics

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 63 of 65</p>
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Name of Offeror or Contractor:

Area are each more important than the Past Performance/Small Business Area. The Past Performance Area is more important than the Contract Price Area. The Contract Price Area is more important than the Production Capability Area.

M.3.3.1 Life Cycle Cost (LCC) Area. LCC area evaluation will be based upon an LCC assessment of the Offerors' proposed changes versus the Government FMTV A1 Baseline configuration. In cases where a specific configuration change affects only specific FMTV variants, the LCC data for that change will be applied against the percentage of the expected future FMTV fleet (Attachment 20) that the affected variants represent. Each Offeror's total LCC impact of proposed changes to the Government FMTV A1 configuration will be assessed, using a life cycle cost model (Attachment 19). The estimated life is 20 years per vehicle. The assessment will incorporate adjustments for realism (if necessary) as follows: 1) TACOM functional experts from all appropriate areas (engineering, logistics, etc.) will review the design, LCC data, and supporting documentation and compare that to FMTV data, analogous components in the Army inventory, and any other relevant data, 2) A government-assessed value will be substituted when appropriate to ensure fairness and realism to all Offerors, 3) In areas of uncertainty, a low, high, and most likely value will be determined and a Monte Carlo simulation performed using an appropriate distribution method and level of certainty, 4) The simulated value will be substituted for the Offeror's value in computing LCC impact of proposed configuration changes. The Government may also include additional government costs or savings (such as for Federal Retail Excise Tax (FRET) or testing) that may result from any proposed change.

M.3.3.2 Technical and Logistics Area. The Technical and Logistics Area will evaluate the Offeror's ability to support and demonstrate a clear understanding of the requirements with low risk in meeting the requirements of the contract. The area is divided into two elements: Element 1 - Technical Risk and Element 2 - Integrated Logistics Support (ILS) Impacts. Technical Risk is more important than ILS Impacts.

M.3.3.2.1 Element 1 - Technical Risk. Based on the Offeror's information supplied in accordance with Section L, the Technical Risk element will be evaluated based on the Offeror's proposed configuration changes along with the Government's modeling and simulation results. There are two factors that will be analyzed to evaluate Element 1, Technical Risk:

- a. Factor 1. Demonstrated Reliability
- b. Factor 2. System Impact of Contractor Proposed Changes

Both factors are of equal importance.

Individual changes will not be approved/rejected during this evaluation. However, those individual changes which reflect, as a result of the Government's evaluation of proposals, either Deficiencies or Significant Weaknesses, will be disclosed to the Offeror via Items for Clarification (IFCs).

M.3.3.2.2 Element 2 - ILS Impacts. Based on the Offeror's information supplied in accordance with Section L, the ILS Impacts element will be evaluated based on the completeness of the information submitted and the advantages of the Offeror's Baseline Configuration ILS as compared to the Government FMTV A1. The following factors will be considered in this evaluation:

- Factor 1. Commonality
- Factor 2. Integrated Logistic Support Analysis

Both factors are equal in importance.

M.3.3.3 Past Performance/Small Business Area. This area will be based on the Offeror's information supplied in accordance with Section L, other Government sources, and any other sources with which the Offeror has had a contract, to evaluate the risks in meeting contractual requirements and Small Business participation. The Past Performance Area is broken down into two Elements, Past Performance and Small Business/Small Disadvantaged Business (SB/SDB) Participation. The Past Performance Element is the most important, and is significantly more important than SB/SDB Participation.

M.3.3.3.1 Element 1 - Past Performance. The Past Performance element will be evaluated based on the Offeror's past performance on contracts (all sources) in order to quantify and assess the risk of the Offeror meeting its contractual requirements. The Offeror's response in regards to its performance history, other Government sources, and any other sources with which the Offeror has had a contract will provide the basis for proposal evaluation. An evaluation shall be made of the Offeror's performance risk as well as that of its proposed significant subcontractors, to include issues of technical performance (defined in M.3.3.2), schedule and responsiveness based on past performance, and of the operational controls and procedures to effectively assure project accomplishment. The Offeror and proposed subcontractors shall be assessed regarding the probable risk of their ability to meet the scope of work requirements including all attachments by considering their performance on similar, related projects and programs. Any recent and relevant projects or programs having taken place within the last three (3) years will be considered.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-R-S001 MOD/AMD</p>	<p style="text-align: center;">Page 64 of 65</p>
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Name of Offeror or Contractor:

M.3.3.3.1.1 This risk assessment will consider the Offeror's current and past record of performance as it relates to the probability of the successful accomplishment of the required effort for the Competitive Evaluation and FMTV Competitive Evaluation production contracts. The Offeror's record of performance will be considered, including technical performance, schedule, and responsiveness. Additionally, the Offeror shall be assessed based on other internal Government information either in response to specific inquiries or from the Contractor Information System. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Offerors. Schedule extensions that were the Offeror's fault, or the Offeror's subcontractor's fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.3.3.3.1.2 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. Offerors assessed as having no meaningfully relevant record of past performance will be evaluated neither negatively nor positively, but will be assessed as Unknown Risk.

M.3.3.3.2 Element 2 - Small Business, Small Disadvantaged Business Plan. The Offeror will be assessed for the extent of participation of SB/SDB, Woman-Owned Businesses (WOSB), Historically Black Colleges and Institutions (HBCU/MI) and Historically Underutilized Zone Small Businesses (HUBZone SB) in performance of the resulting contract based on: a) the extent and realism of utilization planning for such participation and, b) the performance risk of satisfying the requirements of FAR 52-219-9. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. In addition, the Offeror will be assessed on the merits of their SB/SDB and Woman-Owned Business Subcontracting Plan. The evaluation will include the following:

- a. The extent to which the proposal specifically identifies SBs, SDBs, WOSBs, HBCU/MIs and HUBZone SBs and the estimated dollar value of their participation, including the participation of the Offeror, if it is a SBs, SDBs, WOSBs, HBCU/M I or a HUBZone SB.
- b. The complexity of the items/services to be furnished by SBs, SDBs, WOSBs, HBCU/MIs and HUBZone SB.
- c. The extent of participation of such concerns in terms of the value of the total contract amount.
- d. An assessment of the risk, based upon past performance, of the Offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:
 - (1) For all Offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business and Small Disadvantaged Business Concerns;
 - (2) For Offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, SB/SDB Subcontracting Plan. Where a large business has not held a contract that included FAR 52.219-9, its prior performance will be evaluated against FAR 52.219-8 only.

M.3.3.4 Contract Price Area. This area will be evaluated based upon the reasonableness of the Phase I Competitive Evaluation Price and the reasonableness, realism, and consistency for the Phase II Production Price Estimate. The Contract Price area has two elements identified below. The Phase I Competitive Evaluation Price and the Phase II Production Price Estimate are equally important.

M.3.3.4.1 Element 1 - Phase I- Competitive Evaluation Price. Phase I prices will be evaluated for reasonableness. Reasonableness is interpreted to mean that the price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.3.3.4.2 Element 2 - Phase II - Production Price Estimate. The Production Price Estimates for Phase II will be evaluated for reasonableness, realism and consistency with: 1) the Offeror's technical and production approach and 2) historical data and experience available from Government sources. The results of the evaluation of the Production Price Estimates will be the total amount of the production price estimate for each of the three procurement schedules - High, Medium, Low listed in Section L.6.4.

M.3.3.5 Production Capability Area - This area will be evaluated for completeness and assessed as to the risk of a timely and successful execution of the Offeror's plan for the following two elements:

M.3.3.5.1 Element 1 - Phase I -Competitive Evaluation. The evaluation will consider the Offeror's Integration Facility and Producibility Program.

M.3.3.5.2 Element 2 - Phase II - Production Plan for Production. The evaluation will be based upon the Offeror's Production Plan for the Production Phase considering their Manufacturing Plan, Facilities and Equipment.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-R-S001 MOD/AMD	Page 65 of 65
Name of Offeror or Contractor:		

M.4 Discussions/Negotiations. Discussions may not be conducted in accordance with FAR 15.306(a). If discussions are conducted they will be conducted in accordance with FAR 15.306 (b), (c), and (d). Since written and oral discussions are limited prior to any competitive range determination (FAR 15.306((c))), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

M.5 Basis of Award. The evaluation for this contract will be done as a best value acquisition. The Government will weigh the merits of the evaluated proposal (other than price) against the evaluated prices to the Government for both Phase I and Phase II in accordance with the evaluation criteria set forth in Section M. As part of the best value determination trade-offs, the relative advantages and disadvantages of each offeror's non-price area proposals, the evaluated price area and affordability, shall be considered in selecting the offer, which represents the best value to the Government. In the event that 3 contractors or less submit proposals under this RFP, an initial review will be performed by the SSEB. If it is determined by the SSEB/SSA that an Offeror is likely to successfully perform a Phase I contract with relatively low risk and is relatively affordable, the government may award a contract(s) without a detailed evaluation being performed and possibly without discussions.

M.5.1 During the source selection process, the Government will assess the relative risks and trade-offs associated with each Offeror and proposal. Within this discussion, it is important to make the distinction between proposal risk and performance risk.

M.5.1.2 Proposal Risk. Proposal Risks are those risks associated with an Offeror's proposed approach in meeting the Government's requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the evaluation of the LCC, Technical/Logistics, Production Capability and Contract Price Areas.

M.5.1.3 Performance Risk. Performance Risks are those risks associated with an Offeror's ability to meet the solicitation's requirements as indicated by that Offeror's record of past and current performance. A performance risk analysis will be performed to assess performance risk as they evaluate the Past Performance Area.

M.5.2 The Government plans to award up to three Competitive Evaluation contracts for Phase I of the FMTV Competitive Rebuy Program as described in this solicitation. The Government does not plan to award more than one contract to any single Offeror as a result of this solicitation. The Government, however, reserves the right to make no award as a result of this solicitation, if upon evaluation none of the proposals are deemed likely to meet the technical requirements at an acceptable level of risk and at a reasonable and affordable cost.

M.5.3 Only a contractor who is selected for and successfully completes Phase I Competitive Evaluation will be considered to compete for the Phase II Competitive Production contract.

M.5.4 Affordability. Contract Price can also play a role when the Government evaluates affordability of an Offeror's proposal. An Offeror may not receive an award if his proposal is unaffordable, even though the proposal is judged to be the best value to the Government. Consideration of affordability, either for the Phase I Competitive Evaluation or Phase II Competitive Production phases may be controlling in circumstances where two or more proposals are otherwise judged equal, or when a superior proposal is at a price which the Government cannot afford.

*** END OF NARRATIVE M 001 ***